

DEED RESTRICTIONS

These covenants, conditions, and restrictions are established to protect the beauty, utility, and value of the real estate described herein as well as the beauty, utility, and value of adjoining and nearby real estate.

These covenants, conditions, and restrictions, shall run with the land, binding upon all present and future owners.

COVENANTS, CONDITIONS, AND RESTRICTIONS

1. Any dwelling built on the land shall be for single-family residential utilization only. All single story dwellings shall have a minimum living space of 1,400 square feet. No dwelling of more than two stories may be built, with total building height restriction of 35 ft from ground level. Two story dwellings must have a minimum of 1,000 square feet on ground level and 1,400 square feet overall. Only one residence is allowed on the land; no multi-family uses are permitted.
2. All dwellings shall have at least thirty percent (30%) of the exterior walls comprised of brick or stone, provided however that the area of all windows, covered porches, and doors located in the exterior walls shall be excluded in the determination of the area of said exterior walls. In all cases, the masonry (brick or stone) shall extend to the ground line, whereby the foundation shall be concealed.
3. All dwellings shall have a garage suitable for accommodating at least one (1) standard size vehicle.
4. No dwelling, outbuilding, or other permanent structure shall be constructed closer than sixty (60) feet from the easterly property line.
5. All outbuildings of 100 square feet or more, shall be newly constructed on the land on a permanent concrete foundation (not transported to the site) and shall not be constructed farther east, than the easternmost point of the dwelling (ie: located behind the front building line of the dwelling).
6. Construction of the dwelling on the real estate shall be completed within fifteen (15) months from the start of construction.

7. Manufactured homes, mobile homes, and/or modular homes are not permitted. All dwellings must be 'site built' on a permanent concrete foundation on the real estate. Long-term residing in an RV, travel trailer, camper, or tent on the land is not allowed.
8. No noxious or offensive activity shall be carried out on the property, nor shall anything be done thereon which may become an annoyance to adjoining or nearby property owners. No breeding operation for poultry, swine, or ruminant animals (goat, sheep) shall be allowed. No commercial poultry egg operation shall be allowed and any chickens on the land shall be contained. No dog kennels (puppy mills) are allowed. A maximum of four (4) domestic animals of any one kind (dog, cat, etc) shall be allowed along with a maximum of two (2) horses. All animals shall be sufficiently controlled and attended, so as not to venture off the described land.
9. The land shall be for residential purposes only and no business activity shall be conducted from the land, with the exception of home office use that does not involve regulation visitation to the land by clients, customers, employees, vendors, suppliers, or solicitors, nor the storage of multiple (more than one) business vehicles.
10. The described tract cannot be split or divided or sub-divided.
11. Owner of the land shall keep the real estate clean and orderly, free from trash and debris, along with regular cutting of lawn/grass and shrubs. Salvaged cars, trucks, vans, motorcycles/other vehicles, or salvaged boats/vessels shall not be kept or stored on the land. The real estate shall not be used as a dumping ground. All household waste shall be kept in containers and not be allowed to accumulate.
12. Fence height restriction shall be six (6) feet. Outdoor lighting shall be residential and decorative in nature (not commercially oriented lighting) and shall be limited to 10 feet in height.

These Covenants, Conditions, and Restrictions are to run with the land and shall be binding upon all persons claiming under them, provided that invalidation of any one of these covenants by judgment of a court, shall in no way affect any of the other covenants.

The Declarant, his successor(s), all adjoining property owners, and/or property owners within six hundred sixty feet (660 ft) of the property line, shall have the right to enforce these covenants, conditions, and restrictions for a period of twenty-five (25) years from the date of filing. The failure of the Declarant, his successors, adjoining or stated nearby property owners to enforce any given restriction or covenant at any time, shall not be deemed to be a waiver or relinquishment of any right or remedy nor a modification of these covenants, conditions, and restrictions. Enforcement to restrain or to recover damages for violation of the covenants, conditions, and restrictions may be brought by the Declarant, any adjoining, or stated nearby property owner or anyone or any entity having any interest therein, whether acting jointly or severally. The prevailing party shall have the right to collect attorney's fees for enforcement of the covenants, conditions, and restrictions herein.