

The real property described in and conveyed by the attached Deed shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth.

1. Only one single-family residence shall be erected on the property described above, except for garages or other outbuildings permitted by the Zoning Ordinance.
2. No commercial establishment of any kind shall be erected or located on the property described above.
3. All residences erected on the tract of property described above shall have permanent foundations at least twenty (20) feet wide and all residences shall have a minimum living area of not less than one thousand (1,000) square feet.
4. The outside walls of all buildings erected on the property described above shall be constructed of wood or other materials specifically manufactured for use as an outside wall. No tar paper shall be permitted.
5. Pitched roofs shall not be finished with a rolled roofing, tar paper, or metal, except for metal roofing specifically manufactured for roofing purposes.
6. All motor vehicles or trailers parked or located on the property described above shall be in an operable condition, shall have a current license plat attached, and shall have all wheels and axles intact.
7. All buildings erected upon the property describe above shall be completed within two (2) years of the start of construction.
8. All outbuildings erected or located on the property described above shall have an interior area of not less than one hundred twenty (120) square feet and the design, building material, and color shall be the same or in harmony with the residence erected thereon.
9. No animals, rabbits, livestock, horses, fowl, or poultry of any kind shall be raised, bred, or kept upon the property described above, except that dogs, cats, or normal household pets shall be allowed, subject to the condition that no such pets be kept, bred, or maintained for any commercial purposes.
10. All buildings erected or located on the property described above and the property itself shall be maintained in a neat and well-kept condition.
11. No overhead utility wires will be permitted. All utilities must be below grade, unless the utility companies will not install wires below grade.
12. No noxious or offensive trade or activity shall be carried on or upon the above-described property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
13. The above-described property shall not be used or maintained as a dumping ground for rubbish, except for the temporary accumulation of building materials during construction of subdivision improvements and dwellings. The builder or owner shall promptly dispose of or remove all buildings materials in a timely fashion. Trash, garbage, or other waste shall be kept only in sanitary containers designated for that purpose. All receptacles or other equipment used for the storage or disposal of rubbish shall be kept in a clean and sanitary condition.
14. Enforcement of any covenant, condition, or restriction which, when and if violated, is a violation or may be a violation of existing zoning ordinances may be enforced or prosecuted by the governmental body or authority having jurisdiction.
15. Invalidation of any one of these covenants, conditions, or restrictions, or any part thereof, by judgment or court order shall in no way affect any part of the other provisions, which shall remain in full force and effect.
16. Enforcement of these covenants, conditions, or restrictions shall be by a proceeding of law or in equity by the Grantor/Seller named herein or by the owner of any property located in the _____

_____ which properties are, or previously were, owned by the Grantor(s) herein, against any person or entity violating or attempting to violate any covenant, condition, or restriction, or to restrain any violation or recover damage or enforce any lien created by these covenants, conditions, and restrictions. Failure by any person or entity to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The real property described above is subject to the covenants, restrictions, conditions, reservations, liens, and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their said property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of buildings sites; to secure and maintain property setbacks from streets, and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building site therein.

Buyer

Buyer

Seller