

Protective Covenants

THE ABOVE DESCRIBED REAL PROPERTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. THE ABOVE DESCRIBED REAL PROPERTY SHALL BE KNOWN, DESCRIBED AND USED FOR RESIDENTIAL SINGLE-FAMILY RESIDENCES, ACCESSORY AND AGRICULTURE USE. COMMERCIAL USE IS PROHIBITED UNLESS PROPER APPROVAL IS RECEIVED FROM METROPOLITAN AREA PLANNING COMMISSION BOARD THROUGH PROPER CHANNELS.

2. LIVESTOCK IS ALLOWED BUT HORSES ARE PROHIBITED. SELLERS WIFE AND KIDS ARE ALLERGIC TO HORSES.

3. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON ANY LOT/TRACT OR PART THEREOF NOR SHALL ANY TRASH OR OTHER REFUSE BE THROWN, PLACED, DUMPED ON LOT/TRACT OR PART THEREOF NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

4. NO DWELLING SHALL BE LOCATED CLOSER TO THE EDGE OF ANY ROAD(S) AND/OR ANY UTILITY EASEMENT(S) THAN 40 FEET AND NOT CLOSER THAN 10 FEET FROM ANY ADJOINING PROPERTY LINE(S). BUILDINGS OTHER THAN DWELLINGS SHALL BE LOCATED IN THE REAR OF THE PROPERTY, BEHIND THE DWELLING AND SHOULD MATCH THE COLOR SCHEME OF THE HOUSE.

5. EACH LOT MAY BE USED FOR ONE SINGLE FAMILY RESIDENCE. ADDITIONAL RESIDENCES ARE PROHIBITED.

6. NO MODULAR OR MOBILE HOME, NEW OR USED, SHALL BE MOVED ONTO OR ERECTED ON ANY LOT/TRACT OR PART THEREOF.

5. NOT MORE THAN (3) THREE PORTABLE/ERECTED BUILDINGS NOR MORE THAN (3) EQUIPMENT TRAILERS NOR MORE THAN (2) RECREATIONAL VEHICLE/MOTOR HOMES SHALL BE LOCATED ON ANY LOT/TRACT OR PART THEREOF.

6. NO TRAILER, TENT NOR ANY STRUCTURE OF A TEMPORARY NATURE SHALL BE AT ANY TIME USED FOR HUMAN HABITATION FOR OVER (180) DAYS TEMPORARILY NOR PERMANENTLY.

7. NO OWNERS OR GUEST OF OWNERS OR RESIDENTS' VEHICLE(S) SHALL BE PARKED OR STORED ON ANY STREET OR ACCESS EASEMENT. NO INOPERATIVE VEHICLES SHALL BE STORED ON ANY LOT/TRACT OR PART THEREOF EXCEPT WITHIN AN ENCLOSED GARAGE.