

PROTECTIVE COVENANTS

1. No lot shall be subdivided to provide for more than one building site. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.
2. No structure, other than the one single residential structure and storage buildings, shall be built on the property here-in conveyed. No manufactured home shall be allowed. Modular homes shall be allowed and will be considered that same as a stick built home.
3. A house shall contain a minimum of 1100 square feet heated area.
4. All buildings constructed on the above-described premises shall be of permanent building materials constructed in accordance with the Southern Standard Building Code. No building shall be covered with sheet metal which is not approved by the Southern Standard Building Code, tar paper or sheeting board as the finished surface or used as a permanent building. All buildings and other structures shall be completed within one year from the date construction commences.
5. All buildings shall be set back at least 25 feet from the street or road right-of-way; 15 feet from the rear property line and 10 feet from the side property lines. The dedicated plat of record indicates all reserved road, right-of-ways, and utility easements.
6. No offensive or noxious activity shall be carried on upon any parcel or shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or the adjoining property owners.
7. No junk yards shall be established on the property and a junk yard is to be described as an accumulation of two or more inoperative automotive type vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes. There shall not be kept more than three (3) domestic pets at any one dwelling and these pets shall be kept on the owner's property within the subdivision.
9. All fences along rear and side property lines shall not exceed eight (8) feet in height. All fences along front property line shall not exceed four (4) feet in height. All fences facing any street, or within eighty (80) feet of the center of any street, must be made of wood, faced with wood (or have the outer appearance of being made of wood), brick, or any other masonry materials which are finished with a stucco or plaster layer. No fence shall be closer than thirty feet to the center of a street. No barbwire, chicken wire, hog wire, etc., shall be used as fencing materials. A fence that is more than 80' from the center of the road may be chain link if so desired.
10. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by seventy-five percent (75%) of the property owners has been filed for recording agreeing to change said covenants in whole or in part, provided however, these covenants may be amended at any time with the written consent of at least seventy-five percent (75%) of the property owners to join in on any amendments, modifications or changes to said covenants, and upon this agreement, all additions or deletions shall be binding on all property owners and on any and all conveyances. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.
11. Invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.