

COVENANTS AND RESTRICTIONS - PLAT OF SPRING HILLS

These covenants are to run with the land hereinbefore described and shall be binding upon all parties and owners of such lands, and any parties holding under them. Grantees covenant and agree to preserve the lands described in this deed in a purely residential atmosphere, subject to the following covenants and restrictions which shall be binding upon the owner of said premises and upon all parties holding under them and subsequent thereto.

1. All lots shall be used for residential purposes and no lot shall be occupied by more than one single family dwelling unit with an attached or detached garage of not larger than 768 square feet. The garage must be of similar construction as the residence in siding, color, and roof pitch. One accessory building of not greater than 250 square feet shall be permitted.
2. No building shall be erected on said premises that shall exceed two and one-half (2½) stories in height.
3. No portion of any lot shall be sold or separated from the platted lot so as to increase or decrease the size of said lot.
4. No lot shall be subdivided so as to form additional building lots.
5. No commercial, retail, wholesale, professional or business activities shall be conducted or carried on upon any lot or in any structure located upon said lot.
6. No mobile home, manufactured home, camper, recreational vehicle, basement, tent, garage or any type of temporary or out-building shall at any time be used as a residence, whether temporary or permanent, nor shall dome homes be permitted.
7. No animals other than domestic household pets shall be kept or maintained upon said lot. Not more than 2 dogs or cats shall be permitted. No bus, unlicensed or inoperable automobile or truck, machinery, construction materials (other than during construction or remodeling of a dwelling) or any other debris, junk, unsightly material, or material that will emit foul or obnoxious odor or cause noise or disrupt the peace, quiet, comfort or serenity of neighboring occupants shall be stored, kept, or maintained on said lot other than in the dwelling or garage. No dog or other animal house shall be permitted in any front yard.
8. No dwelling, garage or other structure shall be constructed upon any lot within thirty (30) feet from any lot line fronting on a roadway, or less than ten (10) feet from any other lot line. The area upon which no dwelling, garage or other structure shall be constructed shall be known as the setback area.
9. No fence or wall in excess of three (3) feet in height shall be constructed or maintained in the setback area, nor shall any fence or wall in excess of six (6) feet in height be constructed or maintained on any other part of any lot unless it is a structural part of a dwelling or garage.
10. All utilities including but not limited to electric and telephone service shall be underground.
11. No sign of any kind shall be erected or maintained upon the roadway fronting on said lot other than one identifying the residential inhabitants of the dwelling, or advertising the property for sale during such time as the premises is actually for sale.
12. No dwelling shall be constructed upon or moved onto said lot that does not have a ground floor living area of 1,000 square feet or more if a one story structure, 1,600 square feet or more of living space if a one and one-half story structure, or 1,800 square feet or more of living space if a 2 story structure and with a floor area of the second floor of not less than 800 square feet. Such square footage as herein referred to shall be exclusive of any garage, open porch, and covered patio.
13. All buildings constructed on said lot shall be completed within 14 months from the date construction was commenced consistent with its plans and specifications, including all grading and removal of excess soil from the premises.
14. Enforcement of these covenants may be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages, or both. Such action may be brought by any lot owner or group of lot owners within the subdivision in which said lot is located.
15. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

10/25/94; 3/25/98