

## Protective Covenants Schedule "C"

1. The lands to which these building restrictions shall apply (hereinafter called the said lands) include the lot hereinbefore described in Schedule "A" hereto annexed.
2. The Grantee agrees that no more than one dwelling house shall be erected or stand at any time upon the lands herein described, and the said land shall not be further subdivided.
3. The Grantee agrees that no dwelling house shall be erected or stand upon the said lands or any part thereof which shall have a main floor area of less than One Thousand Five hundred (1,500) square feet. The measurements for calculation of the area referred to in this paragraph shall be taken as the outside measurements of the main walls of the dwelling house, excluding garage, porch, veranda, seasonal sunroom, attic, and unfinished basement spaces.
4. Notwithstanding anything herein contained, no building, fence or erection of any kind shall be erected on the said lands unless the plans, dimensions, specifications and location thereof as indicated by a prepared site plan (which shall contain distance measurements from all lot lines) shall have been submitted to and approved in writing by the Grantor or its agent (which approval shall not unreasonably be withheld) and no building, fence or erection shall be constructed or placed on the said lands otherwise than in conformity with such plan, specifications and site plan as approved.
5. The Grantee agrees to submit to the Grantor or its agent the plans showing all specifications, floor plans and elevations of all buildings of any kind to be approved in writing by the Grantor (which approval shall not unreasonably be withheld) and no building of any kind shall be constructed or placed on the said lands until the said written approval of the Grantor or its agent is obtained.
6. The Grantee agrees to submit to the Grantor or its agent the plans showing all specifications, floor plans and elevations of all addition on or to buildings of any kind to be approved in writing by the Grantor (which approval shall not unreasonably be withheld) and no building of any kind shall be constructed or placed on the said lands until the said written approval of the Grantor or its agent is obtained.
7. The said lands or any building erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture, or business of any description. Nor as a school, hospital, daycare, or other charitable place of public resort. Nor for any sport (other than such games as are usually played in connection with the occupants of a

private residence). Nor for any other purpose than a private residence or a private work-from-home occupation. Nor shall anything be done or permitted upon the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings.

8. The Grantee agrees that no sign, billboard, notice or other advertising matter (except the ordinary sign offering said lands or building thereon for sale or rent) shall be placed on any part of the said lands or upon or in any building or on any fence, tree, or any other structure on the said lands without written consent of the Grantor or its agent.
9. The Grantee agrees that no trailer, mobile home, "mini" home, or any modular home unit having the appearance of a trailer, shall be parked, or placed upon any part of the said lands if it is to be used as a residence on the said lands. No derelict, inoperable, unused, or unsightly vehicles or other mechanical device shall be parked or stored on the lands, except in an enclosed garage.
10. The Grantee agrees that no building waste or other material of any kind shall be dumped or stored on the said land except clean earth or gravels for the purpose of leveling in connection with the erection of a building thereon or the immediate improvement of the grounds.
11. The Grantee agrees that no horses, cattle, hogs, sheep, poultry, or other stock animals except for domestic household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands.
12. The Grantee shall consent to the erection, installation, and maintenance at the rear of the said lands herein described of power and telephone poles, lines and equipment including guys and anchors in connection thereof, along with all underground cables, for common use with all necessary access as is required from time to time for the employees of the corporations furnishing, maintaining, and repairing the same.
13. The Grantee shall not damage or permit those working on engaged on his behalf to damage any of the municipal services which have been installed by or on the behalf of the Grantor. Such services may include but are not limited to survey stakes, water service lines, curb stops, sanitary and storm sewer services, street construction including gravel, curbs and gutters, drainage ditches, pavements, backfill and landscaping. If such services are damaged the Grantor may have the same repaired and will recover the cost thereof from the Grantee.

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14. The Grantee, for himself, his successors and assigns, covenants and agrees that he will within a period of one year from the date of occupying any new building on an improved lot of land, complete the landscaping of the lot to a standard which conforms with the surrounding properties in the subdivision to not deter from the quality appearance of the subdivision as a whole. Landscaping is to be completed to the back of the concrete curb at the street or upper edge of the drainage ditch if a curb is not present.
15. The Grantee, for himself, his successor and assigns, covenants and agrees to maintain the lands, keeping the leaves and organics cleared, grass and vegetation trimmed, garbage collected and put away, and driveways clear. No clothes drying lines other than free standing drying racks are permitted in the back yard and no lines, racks or any other such item is permitted between the home and the street.
16. The Grantee, for himself, his successors and assigns, covenants and agrees that no building, addition to or alterations of any building, nor any structure or sign of any kind, will be constructed or erected above the building or structure, if any, now standing on the land conveyed, and in any event no new building, structure or sign may be constructed or erected in the place of any building or structure now on the land, nor as a new building on the land so conveyed, shall or will exceed a height not previously approved by the Grantor or its agents.
17. The Grantee agrees to commence construction of the new home within a period of One (1) year from the date of conveyance of said lands from the Grantor. In the event the Grantee has not commenced construction of the new home within the prescribed period, or should the Grantee decide not to build on the said lands, the Grantee agrees to reconvey the said lands back to the Grantor at the same price minus 25% as originally paid by the Grantee to the Grantor.
18. The Grantee agrees to obtain from any subsequent Grantee or Transferee a covenant to observe the Property Covenants as herein set forth including this clause.
19. The Grantee agrees that by failure to act or do a thing provided by these covenants, or if he does an act or thing prohibited in these covenants, then in addition to any other remedies which the Grantor may have for such a breach, the Grantor may remedy such breach and the cost of so doing shall be paid by the Grantee.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated: \_\_\_\_\_