

SIDNEY STREET ADDITION COVENANT

That the aforesaid lot shall be used exclusively for residential purposes; that no

duplex house, apartment house or garage apartment shall be built on said lot; that no residence shall be erected on said lot having smaller than one thousand, four hundred

(1,400) square feet of usable floor space, exclusive of basements, utility rooms, porches, breeze ways, carports, garages and patios, and it shall have a solid foundation, meet the specifications of standard building codes, good building practices and good workmanship and construction requirements of the Federal Housing Administration or the Veterans Administration; that all residences erected on said lot shall be equipped with sanitary fixtures, connected to a public sewer line or approved septic tank, and no outside toilets shall be permitted; that no residence shall be erected or located on said lot nearer than

twenty-five (25) feet of the front lot line, nearer than ten (10) feet to the side lot line, or nearer than fifteen (15) feet to the rear lot line inclusive of any porch, stoop or patio; that only one (1) family residence shall be erected on said lot; that the lot shall not be re subdivided into smaller lots; that no mobile home, modular home, trailer, tent, storage shed, garden tool houses, or other such facilities shall be located and maintained on said lot; that no poultry pens or houses, hog pens or houses, or any other animal or fowl pens or houses of such nature shall be erected or maintained upon said lot; provided, however, that a presentable enclosed dog pen, or dog house may be erected and maintained within twenty-five (25) feet of the back lot line; that any garage or carport erected on said lot shall be attached to the residence; that no garage,

basement or structures of any kind erected on said lot shall at any time be used as a residence temporarily or permanently; that no noxious or offensive trade or business shall be carried on upon said lot, nor shall anything be done thereon which may be or become obnoxious or a nuisance to the residents and owners of adjoining real estate, including, but not limited to, the allowing of refuse, rubbish, inoperative automobiles, scrap material and other unsightly materials to collect on said lot; that no fence or hedge shall be located and maintained higher than four (4) feet within thirty (30) feet of front lot line.

There is hereby excepted and reserved to the said Grantors, their heirs and assigns,

the right to lay down, construct, repair and maintain at any time sewer and storm mains, water mains, gas mains, telephone and electric transmission lines, TV cables and other public utilities in an upon the above-described property for the convenience of any of the other lots owned by the said Grantors, their heirs of assigns, but the location and construction of such facilities in and upon the above described property shall not interfere with any buildings thereon, or any buildings to be constructed thereon.

If the Grantees, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Grantors, their heirs or assigns, to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violation.

This deed is made expressly subject to all reservations, exceptions, limitations, restrictions and conditions contained in all former conveyances of said property or any part thereof, except those pertaining to race, color or creed.

* please refer to deed of record at courthouse for actual covenants and restrictions.