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2.1 Use for Single-Family Residences. All property now or hereafter used or sold from the Real Property shall be used exclusively for single-family residential and agricultural purposes connected therewith. No property shall be used for business or commercial purposes except agricultural purposes and no billboards or advertising signs shall be erected or displayed thereon. No part of any structure shall be used for the purposes of renting rooms therein as a boarding house, hotel, motel, tourist, motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any part of the above described property.

2.2 Square Footage Minimums. No residence or dwelling shall be constructed on any property containing less than 1,200 square feet of heated and finished floor space, exclusive of porches, screened and unscreened, garages and breezeways.

2.3 Tents and Shacks. No shed, shack, trailer, mobile home, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.4 Trailers and Vehicles. No trailer, mobile home, basement, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No travel trailer, disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property.

2.5 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground.

2.6 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Real Property nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood.

ARTICLE III.

AMENDMENTS AND MODIFICATIONS TO COVENANTS

3.1 Reservation. Owners reserve and shall have the right to release, annul or amend these Declarations of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, or to prevent unfair application to any future owners and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

3.2 Additional Covenants. No property owner, without the prior written approval of the present Owners, may impose additional covenants or restrictions on any part of the Real Property shown on the Plat of the property.

ARTICLE IV.

TERMS AND ENFORCEABILITY

4.1 Enforcement. If Owners, or their heirs and assigns, or any person owning any Real Property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning the Real Property as shown on the Plat to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and

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