

LEGEND HILLS PROTECTIVE COVENANTS

The provisions below supercede those both in printing and in writing in case of conflict. County and township regulations and ordinances, if more stringent, would supercede these restrictions.

RESIDENTIAL USE:

1. All lots at Legend Hills are to be used exclusively for single family, private residential, farming or religious purposes
2. Any dwelling constructed or placed on the premises shall contain at least;
 - a) One Story (ranch style) home shall contain at least 1,600 square feet of finished living area.
 - b) One and a half (1 1/2) story home shall contain at least 1,800 square feet of finished living area.
 - c) Two story homes shall contain at least 1,800square feet of finished living area.
 - d) All other style homes shall have at least 1,800 square feet of finished living area.
 - d) Living areas are exclusive of porches, breezeways, basements, and garages
 - e) All dwellings shall have at least a one-car garage constructed of similar material and style as the dwelling.
 - f) Only one (1) dwelling is permitted on each tract.
3. No garage or unfinished single family dwelling, travel-trailer, single-wide including Singlewide and Doublewide Manufactured Homes, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
4. Construction of both the dwelling and garage must be completed within (9) nine months of beginning construction of the dwelling, however there is no time limit to begin building.
5. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1 1/2 feet).

CONSTRUCTION PERMITS

1. Prior to any construction, each lot owner must obtain the appropriate permit from the following:
 - a) Sewage disposal permit from the County Health Department
 - b) Building permit from the County Building Department.
 - c) Driveway permit and house number from the County Engineer

ANIMALS

1. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring is permitted.

AUTOMOTIVE

1. No worn out, discarded automobiles, machinery or vehicles, or party thereof shall be stored on any lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

BUSINESS/TRADE

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

EASEMENTS

1. Subject to oil lease, crop lease, utility easements, road right-of-way easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.

DURATION AND AMENDMENTS:

1. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

ENFORCEMENT

1. Countrytyme shall not be obligated to enforce these covenants.
2. Any lot owner within Legend Hills shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect. Countrytyme shall be not obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

Signature

Date

Signature

Date