

Weber Walker Farm
Protective Covenants and Restrictions

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

RESIDENTIAL USE:

- 1.) Each lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence, farming, and religious purposes.
- 2.) Any dwelling constructed shall meet the following conditions:
 - a. One Story (ranch style) home shall contain at least 1800 square feet of finished living area.
 - b. All other style homes shall have at least 2200 square feet of finished living area.
 - c. Living areas are exclusive of porches, breezeways, basements, and garages.
 - d. All propane, fuel and other private utility tanks must be underground.
- 3.) No garage or unfinished single family dwelling, travel-trailer, singlewide and doublewide manufactured homes, barns, tents, or other outbuildings shall at any time be occupied or used as a temporary or permanent residence.
- 4.) No junk, trash, farm livestock (hogs, poultry, fowls, cattle), or vehicles in disrepair.
- 5.) No 100% vinyl exterior siding.
- 6.) No lot shall be further subdivided after completely developed and transferred by Countrytyme.

ANIMALS:

- 1.) Property can be used for pets, horses, and farming as long as not a nuisance or health hazard.
 - a. Horses are permitted only on lots with 4 or more acres, and then shall be limited to 1 horse per 1 acre of fenced pasture.
 - b. Pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled.
- 2.) Not more than 3 animals shall be kept in any kennels, shelters, and/or pens, which shall not be constructed between a main residence and the roadway.

FENCING:

- 1.) No chain link or razor wire fencing allowed on any lot. All fencing shall be constructed and maintained in good working order.

ELECTRICAL AND TELEPHONE SERVICE:

- 1.) New electric service and telephone service shall be underground from existing service lines to any structure on each property and shall be at the expense of each lot owner.

BUSINESS/TRADE/USE:

- 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, which will or might disturb the peace, comfort, or serenity of the neighborhood.
- 2.) No multi-family use.

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.

ENFORCEMENT:

- 1.) Countrytyme shall not be obligated to enforce these covenants.
- 2.) Any owner within the development 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. These restrictions will be recorded with each deed.
- 3.) These protective covenants and restrictions shall also be enforceable by any previous owner for as long as previous owner owns contiguous property.