

# Creekside Estates

- 1. Building Site-** As used in these restrictions, the term “building site” means all or part of any one or numbered lots located in Creekside Estates. Building site material must be constructed of at least 50% Masonry material. Mailboxes must be constructed of masonry material to match the dwelling. All plans must be submitted and approved by the Architectural Committee.
- 2. Residential Purpose Only-** No building site shall be used for any purpose except for residential purposes. Except as permitted herein, one, and only one, permanent single family type residence, its garage and permitted outbuildings shall be erected, altered, placed or permitted to remain on any building site.
- 3. Minimum Size of Dwellings-** The minimum living area that is heated and air conditioned per dwelling shall conform to 1,500 square feet.
- 4. Easements and Dwelling Lines-** Building site set back will be 50 ft from the front of the property line and 10 ft on each side of the property lines. Fence lines will be set back to the midline of the structure.
- 5. Facing of Residences-** Residences on corner lots shall face the street from which the greater building setback line is shown on the platted easement.
- 6. Nuisances Prohibited-** No obnoxious or offensive activity shall be committed upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 7. Temporary Structures are Prohibited-** A structure of a temporary character, including but not limited to: mobile homes, trailers, tents, shacks, garages, barns, basements, or other out-buildings shall not be used in any building site at any time as a residence either temporarily or permanently.
- 8. No Oil, Natural Gas & Mining Operations-** No oil or natural gas drilling, oil, or natural gas development operations (surface or subsurface), oil refining or natural gas processing, oil/natural gas lease access roads, hydrocarbon tanks, wells, pipelines, tunnels, mineral excavations/shafts, quarrying, or mining operations of any kind shall be permitted upon any building site.

- 9. Livestock-** No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats or other household pets shall be permitted. No animals, livestock, poultry, or pets shall be kept or maintained for any commercial purposes.
- 10. Outbuildings and Fences-** Only out-buildings and fences that are used to support the residential purposes of building sites may be constructed. Out-buildings shall be constructed of 50% Masonry material or equivalent or a combination of the same as the site-built structure. Such buildings shall be constructed generally following a scheme, design, and color, as may be practicable to complement the aesthetical appearance of the primary residence on the building site.
- 11. Maintenance & Appearance of Building Sites-** Building sites shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all building sites shall in no event use any lot for storage of material and equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Fences shall be kept in good appearance. Grass, brush, vegetation, and weeds shall be cut and shrubbery and trees shall be trimmed as often as may be necessary in order to maintain building sites in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. The parking of any inoperable vehicle of any kind outside of a garage for a period of more than ten (10) days shall not be permitted. Large commercial vehicles, including but not limited to tractors with trailers, large trucks, buses and vans or any trucks over 1 ton (except passenger vans for personal use), are prohibited from being parked overnight on any building sites.
- 12. Period of Restrictions-** These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of thirty (30) years from the date this instrument is first recorded, after which time said reservations, restrictions, covenants and easements shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the building sites has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.
- 13. Enforceability-** The covenants, reservations, easements, and restrictions set out herein are for the benefit of any owner of a building site or building sites in Creekside Estates and his or her heirs, executors, administrators, and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.
- 14. Partial Invalidity-** Invalidation of any one or more of these reservations, restrictions,

covenants, and easements by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**15. Rights of Mortgagees-** Any violation of any of the reservations, restrictions, covenants, and easements contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building site at the time that any reservation, restriction, covenant, and easement may be violated.

DATED this 14th day of July 2021