

Restrictions

- 1.) No canine, swine or poultry of any kind shall be raised, bred or kept on any part of this of this property covered by these restrictions for commercial purposes. This restriction shall not be construed to prohibit the keeping of any animals, livestock or poultry for the purpose of a pet or hobby or 4H and FFA projects, provided only that such livestock, animals and poultry shall be kept and maintained in a clean and sanitary condition which will not be a nuisance or become offensive to the adjacent landowners.
- 2.) No commercial dog kennels, hog farms, chicken farm, junk yard, mechanic shop, dancehall, or commercial business which sells or serves alcohol shall be permitted.
- 3.) Mobile and/or manufactured homes are allowed for a period of 5 years while new home construction is being planned and completed.
- 4.) All buildings and structures must be kept in a good state of repair and must be kept painted as necessary to preserve the attractiveness thereof.
- 5.) These restrictions are to run with title of the land and shall be binding on all parties for a period of 100 years from the date these restrictive covenants are recorded in the deed records.
- 6.) Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions and restrictions either to restrain or prevent such violation or proposed violation, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the owner of any adjacent property or by grantors or their heirs or assigns. The violation of any covenant herein at any time shall never at any time work any estoppel upon any person entitled to claim benefits of these covenants and restrictions, nor shall the continuance of any violation ever be deemed to have created a waiver of any covenant or restriction contained herein.

In the event of successful litigation enforcing any covenants, conditions and/or restrictions, then the prevailing party shall be entitled to recover reasonable attorneys' fees, including appellate attorneys' fees, damages, pre-judgment and post-judgment interest, and costs of court.

Invalidation of one or more of these covenants, by judgment or court order or otherwise, shall not in any way affect any other covenant, condition or restriction but all of other such covenants, conditions, and restrictions shall continue and remain in full force and effect.