

WALNUT PLACE DEED RESTRICTIONS
SECTIONS 1 AND 2

1. All of said property shall be used for residence purposes only.
2. No part of any said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession.
3. No trailer, basement, tent, shack, garage, barn or other out-building, except permanent servants' quarters, erected on any part of said property shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character ever be used as a residence.
4. No residence erected or placed on any of said property shall have a ground floor area of less than 1,000 square feet, excluding porches, garages, car-ports, and store rooms and closets other than those in the livable portion of the house.
5. No building shall be erected or placed on any of said lots, nor shall any existing structure be altered, until the building plan and specifications and a plot plan have been submitted to and approved in writing by Carl A. Feuerbacher or Veatrice Feuerbacher, or a representative by them designated in writing, or, in the event of the death or incapacity of the said Carl A. Feuerbacher or Veatrice Feuerbacher, then by their personal representative or a representative designated in writing by such personal representative. If said building plans and specifications and said plot plan be not approved or disapproved within 30 days or if no injunctions suit shall have been commenced prior to the completion of the work, then proper approval of the building plans and specification and of the plot plan shall be conclusively presumed to have been had and obtained.
6. Each residence erected on any of the above described property shall be set back at least 25 feet from the front property line, shall not be nearer than 12 feet to any side street line, and shall not be nearer than 10 feet to any inside property line provided also that there shall be not less than a total of 25 feet when the clearance on both sides are added; and there shall be a difference of at least 4 feet in the front setback lines between all adjoining residences.
7. Not more than one dwelling house, which shall be a single family dwelling unit, with necessary servants' quarters and garages, shall be erected, placed, or permitted to remain on any building plot. All garages or car-ports shall be attached to main dwelling. Any out-buildings are to be at the back of building plot and at least 3 feet from back property line and at least 10 feet from side property line, and not nearer than 12 feet to side street. All out-buildings shall be of the same type constructions as the main dwelling except that there need not be any masonry, and the inside need not be finished.
8. For the purpose of these restrictions, a "building plot" shall consist of a lot as shown on plat or parts of lots having a contiguous frontage of not less than 100 feet on a street, except lots facing dead end circles. No lot shall be resubdivided so as to admit an additional dwelling facing on a side street, or for any other purpose.

9. The dwelling shall be recognized standard construction with a minimum of 10 percent (10%) net exterior wall surface composed of masonry materials.

10. Easements are reserved as indicated on plat for public utility installation and maintenance.

11. No building shall front on Springdale Road.

12. These covenants, conditions, and restrictions shall be binding on the undersigned and on all persons claiming under him until January 1, 1975, and thereafter for successive periods of 10 years, unless by a majority vote of the then owners of the above described property said covenants, conditions and restrictions are revoked or amended.

13. The foregoing covenants, conditions, and restrictions shall be deemed to be covenants running with the land, and by the acceptance of a deed to any part of the above described property each grantee shall thereby bind himself, his heirs, assigns, and legal representatives, faithfully to keep and observe each of the same.

14. In the event any person shall violate, or attempt to violate, or fail to perform or observe any of the foregoing covenants, conditions, and restrictions, then any person owning any part of the above described property shall be authorized to enjoin such violation, or proposed violation or to recover damages for such violation and to that end, to institute and prosecute appropriate proceedings either in law or in equity; and the undersigned, their heirs, assigns, or legal representatives, may also institute and prosecute any such proceedings, without being obligated to do so.

15. If any of the foregoing covenants, conditions, and restrictions shall be invalidated by any judgment or other court order, the remaining covenants, conditions, and restrictions shall not be affected thereby, and they shall remain in full force and effect.

SECTION 1 Owner: Carl A. or Veatrice Feuerbacher

Recorded Sept 24, 1957

SECTION 2 Owner: Carl A. or Veatrice Feuerbacher

March 26, 1963