

WALNUT PLACE DEED RESTRICTIONS
SECTION 6

I. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling. This prohibits the building of a duplex on any lot.

II. The total floor area of the main structure or dwelling, exclusive of one-story open porches and garages, built on any lot in Walnut Place, Section Six, shall contain no less than 1,650.00 square feet.

III. Seventy-five per cent (75%) of the area of the exterior walls of each dwelling erected on any above cited lots shall be masonry construction. No carports will be permitted. Each garage shall have no less than three enclosed sides.

IV. No building shall be located nearer than five feet to an interior lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line.

V. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat.

VI. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VII. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

VIII. No oil drilling, oil development operations, oil refining, quarrying, or mining operations, of any kind, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mining excavations, or shafts be

permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

IX. No part of any of said property shall ever be used for a business or commercial purpose or for carrying on any trade or profession.

X. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose.

XI. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XII. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time as a residence either temporarily or permanently.

XIII. No lot may be resubdivided.

XIV. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightline.

XV. No fence, wall, or hedge shall be built or maintained forward of the front wall line of any house erected on any lot, except for trellises, and decorative fences included in the architectural design of the house, and these shall be no more than 15 feet from the front house wall line.

XVI. No existing dwellings shall be moved onto any above cited lot in this subdivision.

XVII. These restrictions, covenants and easements are hereby declared to be covenants, easements and restrictions running with the land and shall be binding upon all persons acquiring title to property in this subdivision, whether by descent, devise, purchase, or in any manner whatsoever, and any person or persons in accepting title to any lot or plot in this subdivision shall thereby agree and covenant to abide by and fully perform the restrictions and covenants herein set out.

XVIII. If any person or persons shall violate any of the restrictions and covenants herein, it shall be in order for any other person or persons owning real property in this subdivision to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any restriction, easement or covenant stated herein and either prevent him or them from doing so or to require him or them to correct such violation, or to recover damages or other dues for such violating.

XIX. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

XX. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Owner: Dennis M. Bethke

Filed July 28, 1975