

Restrictive Covenants

In order to provide for the proper development of Stoneybrook Subdivision, and each and every lot therein, to protect the owners of such lots, and to insure the future value, beauty and use of Stoneybrook Subdivision, the undersigned hereby subject Stoneybrook Subdivision to the following conditions, restrictions, and limitations, each of which is for the benefit of such subdivision and each lot therein and for the owners of each lot. These conditions, restrictions and limitations shall insure to the benefit of and pass with the title of each lot and bind the successors in title as the owners of such lots. Each lot shall be held, transferred, sold and conveyed subject to such conditions, restrictions and limitations, which shall be considered a part of the language of each instrument conveying, transferring or, passing any interest in or to any lot incorporated therein.

Therefore, it is hereby mutually agreed

- (a) All lots described herein shall be used solely as residential lots, and no structure shall be erected on any residential building lot other than single family dwellings.
- (b) No residential building lot shall be resubdivided into building lots.
- (c) No building shall be moved onto any lot, and all houses shall be of original construction and of a permanent structure.
- (d) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereupon which may be or become an annoyance or nuisance to any other lot owner or to the neighborhood.
- (e) No fence, hedge, or boundary wall shall be permitted.
- (f) No outbuilding of any type shall be placed on said lot without written approval of the developer. The developer shall not allow said outbuildings unless the same tend to add to the neighborhood as a whole.
- (g) No vehicles, including but not limited to, trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, or commercial vehicles shall be stored on said property in excess of 24 hours outside of a garage. All said vehicles shall be parked, maintained or stored inside the residence or other outbuilding and shall not be parked on the street. It is the intent that all automobiles and vehicles be kept inside an enclosed garage whenever possible. No motorized vehicles shall be operated or kept on any lot other than in the street or driveways. No all terrain vehicles shall be operated in the entire boundary of Stoneybrook.

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- (h) No incinerator or trash burner shall be allowed on any lot, no fuel tank shall be permitted to remain outside any residence, and, except on pick-up days, no garbage or trash shall be permitted outside of any dwelling unless it is screened from view from any adjoining street or lot as shown on the plat.
- (i) All garage doors shall remain closed at all times except when necessary for entry or exit.
- (j) No exterior Christmas lights and /or decorations may be erected or maintained on any lot except during a 60 day period beginning November 15th of each calendar year.
- (k) No animals or poultry of any kind other than (2) household pets shall be kept on any part of the premises and all household pets shall be confined to the owners premises. One dog kennel will be allowed if and only if it is no larger than six feet by twelve feet in size, located on the back side of the residence with no more than five feet between the house and residence and is completely hidden from view. All dog kennels shall be kept clean and odor free. No loud or obnoxious animals shall be permitted.
- (l) No signs, billboards, or any other unsightly objects shall be erected, placed or maintained on any lot. No advertising signs shall be allowed except "For Sale" or "For Rent" may be placed on any lot. No business activities shall be conducted on any lot if the conduct of said business activity will result in an unreasonable increase in the traffic flow within the addition, or the presence of unsightly commercial vehicles within the addition. Not withstanding the foregoing provisions, this paragraph shall not restrict the business activities, advertising, signs and bill boards, or the construction and maintenance of structures by the developer, its agents and assigns, during the construction and sale period of this addition.
- (m) It is further understood and agreed that the grantor will use discretion in the sale of lots to maintain a high standard of ownership.
- (n) The title holder of each lot shall keep his lot or lots free of weeds and debris and maintain the exterior of their residence so that it is appealing to other property owners.
- (o) Unused vehicles or equipment shall be removed from the premises and no lot shall be used for the purpose of selling, leasing, showing, or repairing vehicles or equipment for commercial purposes.
- (p) No B.B. or Pellet guns shall be discharged within the subdivision.

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(q) No above ground swimming pools shall be permitted. All pools and hot tubs shall be fenced. All pools and hot tubs shall be clean and maintained in operable condition.

(r) All basketball goals shall be free-standing and not attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the developer or its designee. All backboards shall be clear or white and made of fiberglass, plastic, or other approved materials. All poles shall be an earth tone color and one-piece construction. There shall be no more than one basketball goal per lot. The location of each goal shall be approved by the developer or its designee.

(s) Each lot owner under these covenants has the right to enforcement thereof. The grantor has no duty or obligation to enforce these covenants and is not obligated to do so.

(t) Invalidation of any one of these covenants by decree or order of any Court shall in no way effect the validity of any of the other provisions which shall remain in full force and effect.

(u) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants and restrictions herein shall terminate.

(v) A perpetual easement is reserved for utility installation, maintenance, and drainage over the rear ten feet and side five feet of each lot, or as specified on the final plat.

Grantors further represent that said subdivision is with their free consent and in accordance with the desires of the undersigned owners and grantors. This 30th day of November, 1998.

Jani S. Mings

Robert J. Mings

Kathleen L. Mings

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