

WINTER VALLEY – Restrictions

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations which shall be binding on the parties hereto and all persons claiming under them, and all covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire property, to wit:

1. All tracts as evidenced by the Map of Plat thereof shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings, garages and servant's houses, provided however, that no servant's house, outbuilding or garage shall be lived in as a home. No building may be moved on any tract on the property. All structures will be built of new material. Tracts designated as business may be used either for residential or business purposes, or both, provided, however, that if used for a business no business will sell opened alcoholic beverages and the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns or designees. A written notice to be accompanied with house plans must be delivered to our office 30 days prior to the start of construction and must be approved by Seller in writing.
2. That no residence shall be erected or placed upon any tract therein restricted as a residential lot which does not contain at least 1,000 sq. ft. exclusive of open porches, breezeways, carports and garages. Either frame or rock construction is permitted provided at least 40% of construction is brick or stone and all residences shall be placed or built upon a concrete slab foundation. All buildings must be completed not later than 12 months after laying foundations and no garage or other structure may be built except simultaneously with or subsequent to erection of permanent residence or approve business. Servant's quarters and guest houses may be constructed to the rear of completed permanent residence.
3. No noxious trade or activity shall be carried on upon any tract, business or residential, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. All buildings of frame construction and all fences, except chain link fences, shall be painted with at least two coats of paint. No building or structure shall be occupied or used until the exterior thereof is completely finished. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said tracts shall at any time be used as a residence temporarily or permanently, nore shall any structure of a temporary character be used as a residence.
5. No building shall be located nearer than 30 feet from the front line and 20 feet from the side line, and all Outbuildings and detached garages must not be located nearer than 100 feet from the front property line, except that in the case of corner tracts, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. No residence or other permanent building may be erected on a tract containing less than 10,000 square feet of land.
6. That no outside toilets shall be erected, placed or used upon said premises, but a septic tank or cess pool, which must comply with code, if any, of the State and Local Departments of Health, shall be installed to accommodate sewage.
7. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be used for treating person afflicted with tuberculosis or diseases that are contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purposes.
8. No tract 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. No junk or wrecking yards shall be located on any tract. No advertising or "For Sale" sign shall be erected on any tract without written approval of seller. In the event property owners fail to keep their property clear of weeds and rubbish, Sellers may do so for a charge of \$5.00 per year at Seller's option. Material of any kind stored on said property shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.
9. No animals as hogs or goats of any kind shall be raised, bred or kept on any tract or tacts, except that horses, dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
10. No remove of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.
11. The Seller reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and near boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefor, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such services. Before any work is done pertaining to location of utilities buildings, etc., approval of said location must be first obtained from the Seller.
12. The title in fee simple to land designated as park-recreation area and boat launching facilities is to be retained by the seller, its successors or assigns, and the Purchaser, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park-recreation area and boat launching facilities is subject to the approval of the user by the Seller, its successors or assigns, rules or regulations now in force or which may from time to time be made by the Seller, its successors or assigns and shall be binding upon the Purchaser, his heirs, successors assigns.

13. No part of said park-recreation area or boat launching facilities shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the Winter Valley Association. The Seller, its successors or assigns, shall have the exclusive right of approving all members of the Winter Valley Association.
14. All approved members, approved property owners and their families shall have ingress and egress to the park-recreation area and boat launching facilities, subject to rules and regulations of Seller, but all others must have written approval of said Seller. Use of the park-recreation area and boat launching facilities shall be at users own risk.
15. Seller expressly reserves the right until January 1, 1970 to vary the use of any property notwithstanding the above restrictions, should Seller in its sole judgment deem it in the best interest of the property to grant such variance or variances so as to permit the use for business purposes a tract restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the Contract of Sale and in the seller's deed conveying such tract or tracts.
16. These restrictions are to run with the land until June 1, 1993, provided, however that the record owners of a majority of the tracts in Winter Valley shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1993.
17. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.