

INDIAN HILL SUBDIVISION
RESTRICTIONS, CONDITIONS AND COVENANTS

(Note: This is a draft of the proposed restrictions to be placed on the property. If buyer(s) have objections to these terms, seller is willing to discuss possible options with the buyer(s).

1. The property herein conveyed shall not, nor any improvements now or hereafter situated thereon, be used in whole or in part as a place of business, or for the conduct, exercise, pursuit or prosecution of any business, profession, trade, or occupation. The primary purpose shall be a single-family residence, with usual and customary outbuildings.
2. No more than one single family residence, with usual and customary outbuildings shall be constructed, maintained, or allowed to remain on the property herein conveyed.
3. No residence building shall be constructed, maintained or allowed to remain on any of the property herein conveyed other than a single-family residence.
4. No residence building shall be constructed, maintained or allowed to remain on any of the property herein conveyed with less than 1,800 square feet of ground floor living area. As used herein, square feet living area does not include garages or open porch areas.
5. No newly constructed residence shall be allowed to remain on the property herein conveyed unless such shall be constructed and maintained with a brick, stucco, cement board, or stone veneer on at least three sides. Any detached buildings, such as garages, shops, utility or storage buildings shall be constructed of matching and like materials to that of the residence.
6. No structure of a temporary character, tent, shack, garage, or other outbuilding shall be used on any of the property herein conveyed at any time as a residence either temporarily or permanently. Nor shall any manufactured housing, travel trailer, camper, or motor home ever be maintained as a place of residence or living quarters on the property here in conveyed.
7. Owner or tenant shall be permitted to keep and raise on the property herein conveyed no more than a total of 4 dogs or cats. Rabbits and chickens may be kept as school, FFA or 4-H projects, but they must be penned at all times. No animals or livestock are to be kept or raised on the property herein conveyed for business or commercial purposes.
8. Nothing in this instrument is intended or shall be construed as preventing an owner or co-owners of the property herein conveyed from renting the principal residence thereon in its entirety to a tenant and receiving rental or other compensation therefore from such tenant as long as tenant abides by these restrictions.

9. The residence and any permitted out buildings must be constructed and maintained on the property herein described in accordance with easement and building lines recorded in the office of the Jackson County Clerk.
10. Grass, weeds, and vegetation on the property herein conveyed, shall be mown at regular intervals so as to maintain the same in a neat and attractive manner. No trash, ashes, or other refuse may be discarded on any of the property herein conveyed. All pens, fences and outbuildings constructed, maintained or allowed to remain on the property herein conveyed, shall be maintained in a good state or repair.
11. No junked or non-operative vehicles, UTV's, ATV's, tractors, or boats are permitted to be stored on the property herein conveyed. Operable vehicles, boats, trailers, travel trailers or motorhomes may, however, remain parked on the driveway. Parking or storage of such on grassy areas is prohibited.
12. No noxious, offensive or illegal activity shall be carried on upon the property herein conveyed nor shall any activity be conducted thereon which may be, or may become, an annoyance or nuisance, public or private, to adjoining and nearby property owners.
13. All future conveyances, transfers, devises, dispositions, mortgages or encumbrances of the property herein conveyed, or any part thereof, or any interest therein or portion thereof, shall be subject in all respects to the restrictions, covenants and conditions herein set forth.
14. The Grantors herein, or their heirs, devisees, executors, administrators or assigns, or the owners of the land within 500 feet adjacent to the property herein conveyed, their heirs, devisees, executors, administrators and assigns shall be entitled to an injunction, prohibitive or mandatory, to prevent the violation or breach of, or any threatened violation or breach of, or to enforce the observance of the restrictions, covenants and/or conditions herein set forth, and each shall also be entitled to recover any damages that may be sustained as a result of any such violation or breach and/or to assert any other causes of action and/or to invoke any other legal or equitable remedies that might be appropriate or available under the circumstances; and the failure of any person, firm or corporation to enforce any of such restrictions, covenants and/or conditions at the time of the violation or breach or threatened violation or breach thereof shall in no event be deemed to be or operate as a waiver or relinquishment of the right thereafter to enforce the same or any of the other restrictions, covenants and/or conditions herein set forth, or the right thereafter to assert any cause of action for damages of otherwise, or to invoke any other remedies.
15. All future conveyances, transfers, devises, dispositions, mortgages or encumbrances of the restricted lot shall be subject in all respects to the restrictions, easements, covenants and conditions herein set forth, whether expressly mentioned or not.

INITIALED FOR IDENTIFICATION:
