

Restrictive Covenants Stonehenge Subdivision

1. 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 not to exceed two (2) stories in height and an attached private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications thereof and a plan showing the location thereof shall have been approved by the architectural committee hereinafter established as to the quality and type of materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. No fence or wall not constituting part of the building shall be erected, placed or altered on any lot unless similarly approved. The approval aforesaid shall be as provided in paragraph 9 and 10.
3. The ground floor area of the main structure, exclusive of one story open porches, breezeways, and garages, erected on any lot shall not be less than 1650 square feet for a one-story dwelling or less than 1200 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer than 50 feet from the front lot line or nearer than 25 feet to any side street line. No building shall be located on any lot nearer than 20 feet to an interior lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purpose of this paragraph, eaves, steps and/or open screen porches shall not be considered as part of the building. The building placed on corner lots shall be constructed to front on the street, which has the greater building line setback unless, however, it is constructed to front on the side street in which event the building shall be constructed so as not to be nearer than 50 feet on the side street line. The architectural review committee hereinafter referred to has the right and privilege to waive any violation of this restriction as to any existing violations upon the vote of a majority of its members which waiver will be in writing directed to the owner of the lot upon which the violation has occurred.
5. Only one residence shall be erected or placed on a single lot, and no lot shall, after its original conveyance, be subdivided into smaller lots or parcels.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
7. 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.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.
9. The committee's approval as required above shall be in writing and, in the absence of such written approval, construction plans, specifications, and location plans shall be considered as disapproved. Approval by the committee will have been obtained only upon the affirmative vote of any two members except that no member of the committee shall vote on any matter requiring it vote under these restrictions in which he has an interest in a builder, contractor, or owner.
10. No dwelling or garage shall be erected on any lot by any builder or contractor (herein called "contractor"), whether the lot be owned by the contractor or by some one

else, unless the contractor shall have theretofore received approval of the Committee and such approval shall have not been theretofore withdrawn. Any contractor shall, before commencing the erection of any building in this subdivision obtain the written approval of the Committee and shall to that end furnish to it such statements, information, and references it may request. Any approval so given may be withdrawn at any time by the Committee by written notice received by the contractor, but such withdrawal shall not prevent the contractor's completing the erection of any building commenced before the receipt of such notice.

11. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or to recover damages therefore.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, and one sign of not more than five square feet by a builder to advertise the property during the construction and sales period.
13. 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 therein if they are not kept, bred, or maintained for any commercial purpose.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, and other waste shall be kept on any lot except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the proper state or local or public health authority. Approval of such system as installed must be obtained from such authority.
16. Invalidation of any of these covenants or conditions by court adjudication or otherwise shall in no wise modify, affect, or invalidate any of the other covenants and conditions herein contained, which shall remain in full force and effect.
17. Each of the covenants numbers 9, 10, and 11 hereof may be modified, changed, and/or revoked in whole or in part at any time or from time to time by an instrument in writing signed by the undersigned and duly recorded in said Clerks Office.
18. The covenants and conditions herein contained shall run with the land and shall be binding upon the subsequent owner or owners of each and every lot and each and every other portion of the land shown on the plat and all parties claiming through or under each such owner or owners for the period of twenty-five years from the date of recordation hereof, after which period such covenants and conditions shall be automatically extended for successive periods of ten years each, subject to such modifications or changes from time to time as may be made by instruments in writing executed and acknowledged by the then owners of a majority of all the lots and recorded in said clerks office, provide, however, that, should an instrument executed and acknowledged by the then owners of a majority of all the lots be recorded in said clerks office prior to the expiration of the said twenty-five year period or prior to the expiration of any such ten year extension revoking the said covenants and conditions, such revocation shall become operative at the end of the period in which such instrument was so recorded.