

1. Front and side yard building setback lines are hereby established as shown on the plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

2. There are strips of ground as shown on this plat and marked "Utility Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities.

3. Areas shown on the plat and marked as "Drainage Easement" shall be reserved for the installation and maintenance of storm sewer structures and subject at all times to proper City and/or County authorities and the easement herein reserved. These areas shall be maintained free of weeds, trash, or other obstruction by the homeowner or Homeowner's Association. No swimming pools shall be constructed in areas reserved for easements.

4. All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

5. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

6. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than twenty-two hundred (2200) square feet in the case of a one story structure, not less than twelve hundred (1200) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twenty-two hundred (2200) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two-car size.

7. No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage or tool shed erected or used as an accessory to a residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence. No "mini-barns", storage buildings, or detached garages shall be erected on a lot.

8. No fence shall be erected in this subdivision between the building lines and the property line of the streets as shown on the plat, except with the approval of the Developer, which fences shall not exceed 42 inches in height and shall be of a decorative nature. No chain-link fences shall be erected on a lot if it would be visible from the street.

9. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, 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 points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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 sight lines.

10. No building structure shall be erected closer to the side of any lot than seven (7) feet. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.

11. No structure in this subdivision, without special approval from the Developer, shall exceed two and one-half (2-1/2) stories or twenty-five (25) feet in height measured from finished grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

12. No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers, or boat trailers), or any disabled vehicles shall be kept or parked on any lot except within a garage or other approved structure.

13. No building plot in this subdivision and plot plan approved as to existing structure topography and of the herein representative

14. If the Developer for its approval submission of building design nor the design compensation

15. In the event another lot, plot continue, with lot and into the specific drainage said plot.

16. Geo-therm

17. No noxious carried out or done thereon to the neighbor

18. No animals raised, bred, household pet or maintained

19. All lot owners least one gas yard. All gas controls.

20. No lot in dumping ground shall not be burned, etc.

21. It shall be subdivision to the lot free to in appearance may take suit lot neat and Developer for

22. The foreland and shall under them this plat, at automatically unless changed buildings co-in part, inventory restrictions, of the other force and effect

23. The right with the right structure or hereof, is the several owners heirs and assigns

24. The Metropolitan assigns, shall covenants, in this plat or limitation Commission to prevent provisions of any condition

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13. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein as to the building with respect to topography and finished ground elevation, by the Developer, Owner of the herein described real estate, or by their duly authorized representatives.

14. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

15. In the event storm water drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement from such flow of water is provided on said plot.

16. Geo-thermal heat pumps shall be of the closed loop type only.

17. No noxious, unlawful, or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. No animals, livestock, or poultry of any description 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 commercial purposes.

19. All lot owners will be required to install or have installed at least one gas or electric "dusk-to-dawn" yard light in the front yard. All garages opening to the street shall have automatic door controls.

20. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.

21. It shall be the duty of the owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing.

22. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this plat, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the buildings covered by these covenants and restrictions, in whole or in part. Invalidity of any one of the foregoing covenants and restrictions, by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

23. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, or any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

24. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, SB-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee.

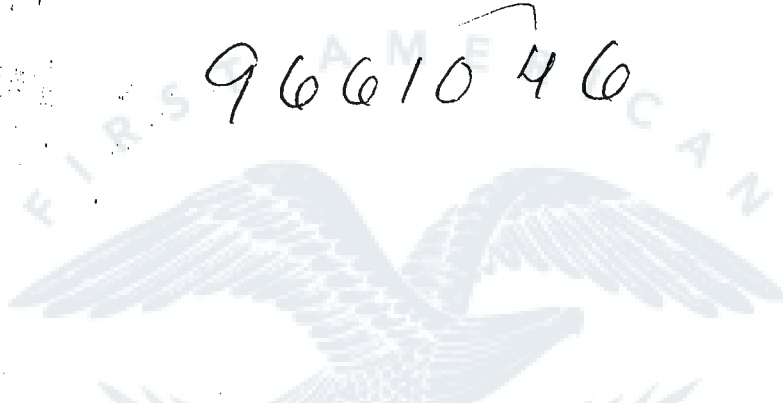
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# PLAT COVENANTS AND RESTRICTIVE COVENANTS WASHINGTON WOODS RESUBDIVISION

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