

COLONIAL MEADOWS
Sixth Section

(Plat Book 7; Page 22 of the Records of Recorder's Office)

Covenants and Restrictions

The undersigned, Robert K. Yeager and Virginia Yeager, husband and wife, owners of the attached described real estate, hereby lay off, plat and subdivide said real estate in accordance with the plat and certificate.

This subdivision shall be known and designated as COLONIAL MEADOWS, Sixth Section.

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked drainage and/or utility strips as shown on said plat, which are hereby reserved for public utilities, not including transportation companies, for installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built erected or maintained on said "Utility Strips".

The lots in this subdivision and the use of the lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. Front building lines are hereby established as shown on said plat, between which lines and the property lines of the several streets shall be erected or maintained no permanent or other structures or parts thereof.
2. All lots in this subdivision shall be designated as residential lots. Only one single family dwelling not exceeding two and one-half (2½) stories or thirty-five (35) feet in height with the usual accessory buildings, shall be erected or maintained on any lot in this addition.
3. No residence shall be erected or maintained on any lot in this addition having a ground floor area of less than 1500 square feet, if a one story structure, or 1000 square feet in the case of a higher structure.
4. Every building or part thereof shall be so located as to provide a side yard on each side of said building of not less than 12 feet, except that in a case where the same person or persons own two adjoining lots not separated by a utility strip as shown on the plat, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots.
5. No trailer, tent, shack, basement, garage or temporary structure of any kind shall be used for temporary or permanent residential purposes on any of these lots. No obnoxious or offensive trades shall be carried on upon any lot in this subdivision, nor shall anything be done thereon which shall be or become a nuisance to the neighborhood.
6. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area

6. (Continued)

formed by the street property lines and a line connecting points 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 sight line limitations shall apply to any lot within 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.

7. 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 in writing as to the conformity and harmony of external design with the existing structures in this subdivision, and as to location of the building with respect to the topography and finished ground elevations by Robert K. Yeager, or by a representative or representatives designated by him. If said committee shall fail to act upon any plans submitted for its approval within 30 days, then the owner may proceed with the building plans submitted, provided such plans are not contrary to these covenants. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

No house shall be built on any lot in this subdivision having a ground floor elevation below 746.00 above sea level.

8. The right to enforce each and all of the limitations conditions and restrictions set forth herein, together with the right to cause the removal of any building erected or

