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55/06

Dated July 29, 1955  
Recorded August 10, 1955

Auditor's File No. 4604102

Harold N. Learned and Sara Lee  
Learned

## VALLEY VIEW SLOPES

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached, single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$16,000.00 based upon cost levels prevailing on the date these covenants are recorded it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet for a one story dwelling nor less than 800 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided however that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
7. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displaced to the public view on any lot

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- except one professional sign of not more than one square foot and one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.
10. 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 provided that they are not kept, bred or maintained for any commercial purpose.
  11. No lot 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.
  12. No individual water-supply system shall be permitted on any lot unless the system is located, constructed and equipped in accordance with the requirements, standards and recommendations of State Public health authorities. Approval of such systems as installed shall be obtained from such authority.
  13. No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public health authorities. Approval of such system as installed shall be obtained from such authority.
  14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
  15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
  16. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Said restrictions executed by Harold N. Learned and Sara Lee Learned, his wife.