

RAVENWOOD FOREST - RESTRICTIVE COVENANTS

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS AND USES, Made and entered into this 6th day of May, 1976, by ALBERT L. ALLOR and wife, MARILYN ALLOR:

WITNESSETH:

WHEREAS, Albert L. Allor and wife, Marilyn Allor, are the owners of all of Ravenwood Forest Subdivision and described as follows: Shown on that plat thereof recorded in Plat Book \_\_\_\_\_ at page \_\_\_\_\_ Henderson County Registry, reference to which is hereby made for a more complete description.

NOW, THEREFORE, the parties hereto do hereby make the following declarations as to limitations, restrictions, and uses to which all of the lots in said subdivision shall be put;

It is covenanted and agreed by and between the parties hereto, their heirs, successors, and assigns, that the land is delivered and accepted subject to the following restrictive covenants which shall run with the land and be binding on all persons having an interest in the above described property or any part thereof, their respective successors, heirs and assigns, during the period of thirty years from date hereof, and grantees for themselves, their successors, heirs and assigns do specifically covenant with and to grantors their successors in interest and assigns as follows:

1) That they shall make no use of said premises except for residential purposes not to exceed one single family dwelling with a minimum of 1,400 square feet for dwelling. Basements, unfinished attic space, garage, carports, porches or other area not enclosed by the main structure shall not be considered floor space in meeting the above requirements. In no case will more than one residence be erected in any single building lot as per the above referred to property.

2) That no building shall be erected nearer than thirty feet from the front boundary line of said property nor 20 feet to any side street line nor nearer than fifteen feet to an interior lot line unless one owner owns two lots or more.

3) That they will not cause nor allow any offensive activity to be carried on upon said premises, nor harbor nor shelter any animals whatsoever excepting domestic pets, such as dogs, cats, or other small animals unless any lot consists of three acres or more in which event the owner may keep horses or cattle.

4) That they will not within the term of thirty years from the date hereof subdivide, sell or convey any parcel of said land less than the whole of each lot.

5) No structure of a temporary character, trailer, basement, tent, shack, garage or other out building shall be used on said lot as a residence, either temporarily or permanently.

6) No trailer or mobile home shall be parked on the above described property for any purpose, exclusive of camping or travel trailers.

7) No obnoxious or offensive trade or activity shall be carried on upon the above described lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8) No out building will be constructed that will detract from surroundings and area. All out buildings must be approved by Albert L. Allor or his designee.

9) No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks, approved by the State Board of Health, until such time as a regular sewage system becomes available. No liquid waste of any description shall be drained, dumped or disposed of any way into open ditches or water courses. Trash, garbage or other waste shall be kept in sanitary containers until disposed of. No portion of the above described lot shall be used or maintained as dumping ground for rubbish.

10) If any lot owner or their heirs and assigns shall violate or attempt to violate any of the restrictions, limitations, reservations, covenants or uses to which this lot may be put, then it shall be lawful for the grantor herein or his assigns or any other parties then owning this lot or the parties owning any lot or tract which derived from the above subdivision to institute proceedings at law or in equity against the person or persons or parties violating or attempting to violate any such limitations, restrictions, reservations,

covenants or uses or to recover damages or other dues for such violation. Failure to commence an action or proceedings, however, shall not be considered a waiver to prosecute such action as to such violation or any other violations that may have or may occur.

11) It is specifically understood and agreed that ingress, egress or regress of any lot in this subdivision shall not be permitted to any property outside this subdivision without the <sup>written</sup> consent of Albert L. Allor or his designee.

12) In validation of any one of these covenants, limitations, restrictions or uses by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.