

## Westerlee Covenants

1. No building or structure of any kind shall be commenced, erected or maintained on any lot, nor shall any addition to, change or alteration thereof be made until the exterior plans, specifications and the plot plans showing location thereof shall have been submitted to and approved in writing by Westerlee Community, Inc., its successors or assigns, or its duly appointed agent. A copy of all plans approved shall be left permanently with Westerlee Community, Inc., its successors or assigns.
2. The land included in said tract, except as hereinafter provided, shall be used for private residence purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except a detached private dwelling house designated for occupation by a single family and private garages for the sole use of the respective owners or occupants of the lots upon which said garages are erected.
3. No building, fence or other structure shall be erected or altered so that any portion thereof extends in front of the building line of the rear of the dwelling house.
4. No garages, outbuildings, fences or other structures shall be erected without prior permission of Westerlee Community, Inc., its successors or assigns, or its duly appointed agent, and no building shall be built closer to the front street than forty (40) feet, no closer to the side street than twenty-five (25) feet, and in the rear, no building shall be built closer than ten (10) feet to the rear lot line.
5. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done or kept thereon which may become an annoyance or nuisance to the neighbors. No livestock, domestic animals or fowl, except those ordinarily kept as pets, shall be kept on said tract, nor shall such pets be kept for commercial purposes, nor in numbers that in the opinion of Westerlee Community, Inc., its successors or assigns, are obnoxious to health, peace and quiet.
6. No trailers or temporary structure shall be lived in or permitted to be placed on any lot in said tract. This shall not apply to contractors' buildings used in the course of construction of residences.
7. No lots shall be divided or subdivided, nor shall more than one residence be erected thereon, except with the written permission of Westerlee Community, Inc. its successors or assigns.
8. A five-foot easement along the side and front outlines of the lots included in said tract for the purpose of installation and/or maintenance of public and/or private utilities as shown on said plat is hereby reserved.

9. It is hereby stated and provided that nothing herein contained shall constitute a dedication of any streets shown on said plat, the title to all such streets being hereby expressly reserved to the Company, and the Company hereby gives and grants to each Purchaser now holding and those hereafter acquiring title to any of the land included in said tract the right to such use of the streets shown on said plat, as may be necessary and reasonable for convenient ingress and egress to and from the land belonging to such Purchaser. The Company reserves however, the right to dedicate to public use, and the right to convey to any public authority or to any public corporation having power to acquire the same, all of its right, title and interest in and to any street shown on said plat, or hereafter laid out in said tract, subject to the rights of the Purchaser as hereinbefore granted.
10. These covenants and restrictions are to run with the land, and shall be binding on all persons holding title thereto and all persons claiming under them, until January 1, 1965, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners, it is agreed to terminate said covenants in whole or in part.
11. If the owner or owners of any lot included in said tract shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for Westerlee Community, Inc., or any other person or persons owning any other lot included on said tract, to prosecute any proceedings in equity against the person or persons violating or attempting to violate any such covenant or restriction, or to prevent him or them from so doing. Failure to enforce any restriction, condition, covenant or agreement herein contained however, shall in no event be deemed a waiver of a right to do so thereafter, and the invalidation of anyone of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
12. Purchasers now holding, and those hereafter acquiring lots in said tract agree that in the event that water and sewage is obtainable in the future, that each will accept the County assessment charge therefore.