

## **MOUNTAIN VIEW SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS**

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The grantor hereby grants and conveys to the property owners, for their private use forever, all the roads and right-of-ways on the attached plat or plan.

(2) The grantor may assess the owners of all tracts a sum not to exceed Twenty-Five Dollars (\$25.00) per year, per deeded tract, for the use, upkeep, and maintenance of the private roads providing ingress, egree and regress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of tract owners, elected by the owners of the above specified tracts, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January 1974, and on or before the 31st day of January each year thereafter. Where more than one tract is owned by a party or parties, in the event of a resale of one or more tracts, then obligation to pay the said Twenty-  
\$40.00 Five Dollars (\$25.00) assessment shall become the obligation of the new owner(s).

(3) The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right-of-ways therefore with the right of ingress and egree, for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots.

(4) No residence shall be constructed containing less than 400 feet on the ground floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed within eight (8) months of the commencement of construction.

(5) All of said tracts shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said tract.

(6) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon except directional and information signs of grantor.

(7) Sewerage and waste systems, as well as any toilets constructed on said tracts, shall conform to the regulations of the appropriate County and State Health regulations.

(8) 12" diameter culverts must be used in all driveways leading from main subdivision road.

(9) The use of trailers or mobile homes within said subdivision is unauthorized, except for the use of temporary camping trailers. (Modular homes are acceptable if they meet requirements of Item No. 4 above).

(10) No trucks, buses, old cars, or unsightly vehicles of any type or description may be left or abandoned on said tracts.

(11) No Lot or Tract in said Subdivision may be re-subdivided.

(12) No building shall be erected closer than Fifteen (15) feet from any bordering or back line, or closer than Forty (40) feet from center of any road right-of-way.

(13) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful of any person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation(s).

(14) Invalidity of any one of these covenants by judgement or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

*(IN TESTIMONY WHEREOF Plymouth Corporation, Dated this 29th day of November 1973)*