

Valley Crest Protective Covenants

- 1 The land included in this tract shall be used for private residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two and one-half stories in height, each dwelling being designed for occupancy by a single family, and a private garage for not more than two cars.
- 2 No building, fence, wall or other structure shall be commenced, erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved in writing, by the Company, its successors and assigns. The Company, its successors and assigns, shall have the right to refuse to approve any such plans or specifications or location plan which are not suitable or desirable, in its opinion, for aesthetic or other reasons. In no event shall a fence, natural or artificial, be erected along the front of any lot. Fences not more than three feet in height, but only of hedging or shrubbery, may be erected or established on any part of the rear portion of any lot (i.e., between the rear wall of dwelling and rear line of lot). Lot owners may erect fence, other than as above set out, on "rear portion" of any lot, to provide for a play area for children, or for a dog run, or for similar purposes, but only if approved in writing by the Company, and, if so approved, every part of said fence shall be distant at least twenty feet from every property line of lot.
3. No building shall be located on any lot nearer than forty feet to the front lot line or nearer than forty feet to the side street line. No building shall be located nearer than ten feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty-five 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 the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The Company herein expressly reserves in its absolute discretion at any time to change or modify the restrictions in this Paragraph 3 as to any part of said tract then owned by Company, and, with consent of the then owner, as to any other land included in said tract.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot, and the rights and easements are reserved to construct and maintain on the rear portion of each lot all anchors and guys, with their attachments, that may be reasonably necessary in the construction and maintenance of pole lines erected in furnishing electric current and/or telephone and/or other public utility services to the occupants of Valley Crest. The right is reserved to prune or trim any tree or shrub on any lot that interferes with the construction, maintenance or efficiency of said electric, telephone, or other public utility services.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood
- 6 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently
- 7 No live poultry, hogs, cattle or other livestock shall be kept on any lot without the express permission in writing of the said Company, its successors and assigns.
- 8 No outside radio tower or television or radio antenna shall be erected, installed or maintained on any part of said lot, or on any improvements thereon, until the Company has first given its approval, in writing, to the type, height, and location of the tower or antenna, proposed to be so erected, installed or maintained. Any proposal calling for the installation and maintenance of such tower, or antenna, shall be approved or rejected by the Company, in writing, within fifteen days after the details relating thereto have been submitted to the Company.
- 9 No permanent type of clothes dryer shall be erected, installed or maintained on any part of said lot, or any improvements thereon; only collapsible type clothes dryer shall be used.

10. "FOR RENT" or "FOR SALE" sign or signs shall not be displayed on any improvements constructed on any lot, or any part of the lot on which said improvements have been constructed, for a period of one year after completion of said improvements; after said period of one year, an owner or resident, in attempting to sell or lease his property, shall display or cause to be displayed only one sign, which shall not be larger than four (4) square feet in size.
11. The Company shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and also the amount of setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final.
12. It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on plat or plats of Valley Crest; nor shall any deed from the Company, hereafter made, conveying any part of the land included in said tract, be held to convey the title to or dedicate the bed of any street except where expressly so conveyed or dedicated in the deed.
13. Any or all of the rights, titles, easements, and estates, given to, or reserved by the Company, may be assigned in whole or in part to one or more Corporations or Associations, and likewise all of the powers (including discretionary powers) duties and obligations given to, assumed by, or imposed upon, the Company may be assigned and transferred to one or more Corporations agreeing to assume, exercise, carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance and assumption of such powers, duties and obligations; and such assignee or transferee shall thereupon have the same power and be subject to the same duties and obligations as are herein given to, or assumed by, or imposed upon the Company, the Company thereupon being released there from.
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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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, and it shall be lawful for any person or persons owning any part of this tract to prosecute such proceedings.
16. Invalidation 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.