

Restrictive Covenant  
Keswick Subdivision  
(signed in 1969)

*Copy AS  
AMENDED*

1. All lots in the subdivision shall be used for residential purposes only.
2. The minimum ground floor area of the main building exclusive of open porches and carports shall be not less than 1800 square feet in the case of a one story residence and not less than 1200 square feet in the case of a one and one-half or two story residence.
3. No fence shall be erected on any corner lot nearer to the street in that the rear house line except that it shall be permissible to erect fence from house to side lot line immediately in front of rear entrance door.
4. No permanent structures shall be moved onto any lot unless it shall conform to and be in harmony with similar structures in said subdivision, and no residence of a temporary character shall be permitted.
5. No obnoxious trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. 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 thirty 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.
7. If the parties hereto are any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such limitations or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.
8. No building shall be erected on any lot until the design and plot plan thereof has been approved in writing by Lloyd Lovitt, Jr., or a committee appointed by him or a committee elected by a majority of owners of lots in said subdivision. However, in the event that Lloyd Lovitt, Jr., or such committee fails to approve or disapprove such design or plot plan within ten days after submission of plans and specifications to them or to it, then such approval will not be required.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
10. 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.