



# General Warranty Deed – Village at Worthington

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## **1. Land Use**

No part of the premises shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any part of the premises other than one single-family dwelling, not to exceed two and one-half (2 ½) stories in height, together with an attached garage for not less than one (1) automobile.

## **2. Architectural Control**

No building shall be erected, placed or altered on the premises until the construction plans and specifications and a plan showing the location of the structure have been approved by the Grantor herein as to the quality of workmanship and materials, harmony of external design with structures in the subdivision, and location with respect to topography and finished grad elevation.

## **3. Nuisances**

No obnoxious or offensive activity shall be permitted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

## **4. Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the premises at any time as a residence, either temporarily or permanently.

## **5. Building Location**

No building shall be located on any lot nearer to the lot line than the minimum building front, rear and side lines as shown on the recorded plat provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building set back lines shall be used for any purpose other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed, or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereof, excepting ornamental failings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lot for walks, drives, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entrance ways, fountains or similar ornamentations for the purpose of beautifying said premises. No vegetable or grains of ordinary or field variety shall be grown on such portions of said lots, and no weeds or underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.



## **6. Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

## **7. Soil Removal**

No soil shall be removed for any commercial purpose

## **8. Signs**

No sign of any kind shall be displayed to the public view on the premises, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during the construction and sales period.

## **9. Waste Disposal**

The premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and out of view of the general public. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## **10. Vehicles Not In Use**

No automobile or motor driven vehicle shall be left upon or in front of the premises for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the premises.

## **11. Boat, Trailer, and Vehicle Parking and Storage**

No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosed out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

## **12. Garage**

No dwelling may be constructed on any lot unless an enclosed garage for at least one (1) automobile is also constructed thereon.

## **13. Antennas**

Television and radio antennas, whether rooftop or ground mounted, including those of the "dish" type, shall be prohibited on the exterior of any house or lot.

## **14. Grading and Drainage**

Without the prior written consent of Grantor, no construction, grading, or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swalen, floodways, or other drainage configuration.



## **15. Fencing**

Notwithstanding any other provision hereof, no chain link, metal or plastic fencing shall be permitted upon any of the lots.

## **16. Term**

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 (30) years from the date there covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the premises has been recorded, agreeing to change said covenants in whole or in part.

## **17. Enforcement**

Enforcement of these restrictions by Grantor or by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity or both against any person or such proceedings may be either to restrain violation or to enforce violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto.

## **18. Severability**

Each one of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions, which restrictions shall remain in full force and effect.

## **19. Amendment by Grantor**

Grantor reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

March 1, 2014