

Deed Covenants

The Grantees, by the acceptance and recording of this deed, covenant and agree that they will not violate any of the covenants and restrictions hereinafter set forth and that the delivery of this deed and conveyance of the Property is accepted by Grantees subject to the following covenants and restrictions:

1. No building, or part thereof, or addition thereto, shall be erected, the outside walls of which shall be less than 25 feet from the front or street line, 15 feet from the sidelines or 20 feet from the rear line of the Property. If the Property is a corner Property, the setback shall be 30 feet from each street line.
2. Each Property shall be used for single-family residential use only, and shall not be further subdivided in any fashion or manner.
3. No animals, livestock, or fowl of any kind shall be raised, bred or kept on Property except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any dog kept on the Property shall be leashed, kenneled, or otherwise under immediate control at all times, and shall be kept in compliance with any municipal regulations.
4. No signs, signboards, or advertising structures of any kind shall be erected or placed on the Property at any time, except for signs advertising the Property for sale.
5. The Property shall not be used in whole or in part for the storage of rubbish, trash, scrap, or garbage of any type or nature or the burning of same on the Property. Nor shall any substance, item, or material be kept on the Property which would emit foul or obnoxious odors, or cause any noise that would disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding residential properties.
6. No antennas shall be installed on the Property or on the exterior of any building erected thereon. One dish type receiver, no greater than 18" in diameter or length, may be installed on the side or rear exterior wall of any building, or in the rear or side yard of the Property except where a side yard has frontage on a public street.
7. Clotheslines or drying yards shall be located so they will not be visible from the public streets, and shall be located to the rear of the residence.
8. No building, fence, wall or other structure shall be commenced, erected, maintained or placed on the Property, nor shall any addition or external alterations to existing improvements be made, until the design and location of said structures or alterations have been approved in writing by Grantor or upon the sale of the last lot and residence in The Fairview Farm Subdivision, by the Board of Directors of the Fairview Farm Homeowners' Association, Inc., its successors and assigns.
9. No commercial vehicles, recreational vehicles, travel trailers, boats, boat trailers, snowmobiles, snowmobile trailers, or unregistered vehicles, shall be located or stored on the Property for more than thirty (30) days, unless kept or stored in an enclosed garage.

10. Except for trees which are diseased, dying, or dead, no tree six inches (6") or larger in diameter at a height of five feet above the ground, shall be cut without the approval of the Board of Directors of The Fairview Farm Homeowners' Association, Inc., its successors and assigns. This covenant shall not be construed to prohibit reasonable trimming and pruning of such trees.
11. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Property. Any tanks used in connection with any residence constructed on the Property, including tanks for the storage of fuels, must be buried or located within a residence or its garage.
12. All swimming pools shall be completely enclosed by a minimum four foot high chain-link fence with locked gate. Swimming pools will be considered a structure and shall comply to the setback provisions of covenant #1 herein.
13. These covenants shall be enforced by The Fairview Farm Homeowners' Association, Inc., and all costs incurred in such enforcement, including reasonable attorneys' fees shall be paid by the owner of the Property found to be in violation by a court of jurisdiction.

FFCOVENA 4/9/96