

LAKEWAY MANOR, Protective Covenants (Continued)

(9) All toilets constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area.

(10) No trucks, buses, old cars or unsightly vehicles of any type or description not having current State Inspection, may be left, stored or abandoned on said lots. The use of Mobile Home and House Trailers in said subdivision is unauthorized except temporary use of travel trailers, which is not to exceed a four (4) month period. Motorcycles or other vehicles emitting excessive noise other than for ingress and egress are prohibited.

(11) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

(12) If the parties hereto or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to institute 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 doing so or to recover damages or other dues for such violation.

(13) 15" diameter culverts must be used in all driveways leading from main subdivision roads.

(14) The grantor may assess each lot owner a sum not to exceed a prorated actual cost, per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivisions, and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next, following the purchase of said lot, and on or before the 31st day of each January thereafter. Where more than one lot is owned by a party or parties assessment should be as for one (1) lot. In the event of a resale of one or more said lots, then the obligation to pay the said prorated assessment shall become the obligation of the new owner(s). This covenant as all these covenants are to be construed as running with the land.

(15) Invalidation of any one of these covenants by judgement or Court Order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

(16) Farm animals are limited to two (2) of a kind. No Swine whatsoever are permitted. Pigeons, Ducks, Birds and Fowl of all types are limited to one hundred (100) total combined species.