

**Raccoon Mountain Estates – Lots 10, 11, 12, 13****Conditions Covenants Reservations**

1. The lots described herein shall be used for residential building sites only. No structure shall be erected, altered, placed, or permitted to remain on any building site other than detached single family dwelling, a private garage for not less than two (2) nor more than four (4) cars, and other outbuildings incidental to residential use of the premises, and in compliance with the other terms and conditions herein specified restrictions and clauses.
2. No residential structure shall be erected or placed on any building site which has a ground floor area, exclusive of open porches and garages, of less than one thousand eight hundred (1,800) square feet nor a ground floor area of less than one thousand (1,000) square feet for a dwelling of more than one story, with said dwelling of more than one story having minimum heated living area of one thousand eight hundred (1,800) square feet.
3. No lot may be sub-divided.
4. No building shall be erected or permitted to remain on any of said lots nearer than seventy-five (75) feet from the front lot line, nor nearer than fifty (50) feet from the side or rear lot lines. If the plat of record shows a greater number of feet for the set back lines, then said plat record shall control over the covenant herein.
5. Prior to the commencement of construction of any dwelling on any lot above, a driveway shall be constructed with at least a gravel surface and have proper drainage designed so as to not drain onto any road, and said driveway shall be maintained in this condition throughout the construction process.
6. No noxious or offensive trade or activity shall be carried on upon any said lots, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
7. No animals except household pets and horses shall be kept on said lots, provided they are not boarded, bred and maintained for commercial purposes and provided they are restrained from becoming a public nuisance.
8. Any dwelling erected on any lot above must conform to professionally accepted construction standards and shall be reasonably harmonious with the setting and existing dwellings of the subdivision. Dwelling shall be completed within 12 months from the date of pouring the footings for said dwelling.
9. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plat or referenced in agreements recorded with the deeds are hereby specifically made a part hereof by reference.

10. Each lot owner, as they may from time to time change, is responsible for maintaining and keeping entire lot or lots, dwelling, swimming pool, bath house, and all other areas in a neat and attractive condition.
11. All of the lots must from the date of purchase be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed.
13. No trailer, mobile home, junked or inoperable vehicles, tent, shack or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently.
14. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.