

RESTRICTIONS – FINCH FARMS

1. All lots and/or tracts shown upon the above referred to plat shall be known and described and used as residential and agricultural property.
2. No tract of land can be subdivided which would result in a tract being less than one acre in size.
3. Single family dwellings only are permitted upon the above described property along with the necessary outbuilding for use as agricultural purposes and attached garages. Modular and manufactured homes shall not be permitted, each residence erected upon the property shall contain a minimum of 1500 square feet of heated floor space and be permanently set up and underpinned with brick or stuccoed masonry block. Metal siding is prohibited. All construction shall be of new materials.
4. No tract shall be used for commercial poultry or hog farming.
5. No building of any type shall be erected nearer to any side lot line than fifteen (15) feet and must observe the setback lines from any road or street right of way shown on the plat.
6. All septic tanks are to be approved by the State Board of Health.
7. No noxious or offensive trade, such as, but not limited to junk yards, shall be carried on upon any tract of lot or parcel of land or shall anything be done thereon which may be or shall become an annoyance or nuisance to the neighborhood.
8. All lots are subject to a five foot drainage and utility easement on all lot lines.
9. No vehicle which does not have a current license plate on it may remain on the premises for more than thirty (30) days unless garaged.
10. No sign board shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size.
11. The provisions herein set out are and shall be taken as covenants running with the land, and shall run and be binding upon the lots or tracts or parcels of land herein referred to, and shall inure to the benefit of and be enforceable by the individual lot owners, their heirs, successors, and assigns, and the failure by them to enforce any condition, restriction, covenant, or agreement herein contained, shall in no event, be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequent thereto.
12. These restrictions are to run with the land and be binding on all parties claiming under them until July 1 the year Two Thousand Seventeen (2017) after which time said restrictions shall be automatically extended for successive periods of (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change said restrictions in whole or in part.