

PROTECTIVE COVENANTS FOR TOUCHDOWN ESTATES

WHEREAS, Ryland "Dutch" Meyr has subdivided the real estate to be known as 'TOUCHDOWN ESTATES; and' WHEREAS, it is the desire to establish a uniform system and plan for the development of this real estate through the establishment of protective covenants which shall apply to all the property.

1. All lots shall be used for single family residential dwellings only. No trade, commercial or manufacturing enterprise of any type shall be permitted. No condominiums, duplexes, or apartments shall be permitted. No carports shall be permitted and garages shall be for at least two cars.
2. No dwelling or other structure shall be erected, placed, altered or remodeled on or upon any lot until the construction plans, specifications, types of materials, exterior plans, cost estimates, the building contractor and a plat plan showing the location of the structure has been approved by the developer. Ryland "Dutch" Meyr reserves the right to reject any home plan he feels would not contribute to the appearance of this subdivision. The developer may select other persons to serve on a building committee to approve such construction plans.
3. Not more than one residence shall be erected or constructed upon any lot shown upon the plat plan of the subdivision.
4. There shall be no earth contact homes, no mobile homes, and no manufactured or pre-built homes. All construction shall be done on the site.
5. House dimensions shall be based on the following:
 - (a) Any single story dwelling shall have a minimum of 1800 square feet of finished living space excluding basement, patios, decks, enclosed or open porches and garage. The pitch of the roof on a single story shall be 6/12 or steeper with no fewer than three changes of direction on cuts for the front of the house.
 - (b) Any one and one-half story dwelling shall have a minimum of 2200 square feet of finished living space excluding basement, patios, decks, enclosed or open porches and garage. There shall be no fewer than three changes of directions on cuts for the roof line for the front of the house.
 - (c) Two story dwellings shall have a minimum of 2400 square feet of finished living space excluding basement, patios, decks, enclosed or open porches and garage. There shall be no fewer than three changes of directions on cuts for the roof line for the front of the house.
6. No more than one outbuilding, shed, or attached structure shall be allowed on any lot other than a pool bath house, or a structure of decorative nature to be in conformity with the exterior of the dwelling, or a separate garage, or a small barn.
7. No dwelling of a temporary character shall be erected on any lot. When construction is started on a lot, the dwelling must be completed and ready for occupancy within one year. No structure or dwelling shall be closer than 60 feet from the front line; the set-back from side lot lines shall be 50 feet.

8. No lot shall be used or maintained as a dumping ground for rubbish, and containers for trash, garbage or other waste shall be located and maintained so as not to be visible from the road and be kept in a clean and sanitary condition.
9. No outside storage of motor vehicles, campers, boats, trailers or similar equipment of commercial vehicles shall be permitted.
10. No fences or shrubbery shall be permitted on utility or road easements.
11. No livestock or poultry of any kind will be permitted. All animals including dogs must be confined on owner's property. Dogs will not be allowed to run free.
12. Lot owners shall keep lots and the easement to the street mowed and maintained in neat order at all times.
13. Each home shall be served by a private sewage system. The plans must be approved by the county health department. Drain fields must be inspected and approved before being covered.
14. Satellite dishes are permitted, but must be located to the rear of the dwelling.
15. Parking facilities reasonably necessary for the avoidance of parking and traffic congestion on the road of the subdivision shall be provided by each lot owner.
16. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 5 years from the date of recording, after which time said covenants shall be automatically extended for successive periods of 5 years unless 75% of the then owners of lots sign to make changes to the protective covenants.
17. The developer shall provide paved roads and shall provide all grading and maintenance until four lots are sold. On January 1st of the year following the sale of the 4th lot, a one hundred dollar per year assessment per lot shall be made. The said assessment shall become payable upon the sale of the lot from the original subdivider. The assessment monies shall be used for road maintenance, snow removal, maintenance of a subdivision sign area and other such similar uses. A committee shall be formed to provide an annual accounting to all property owners of the monies collected and spent. The assessment may be increased or decreased by a vote of 75% of the lot owners.
18. If legal action is required to enforce any of these covenants, the prevailing party shall be entitled to collect all costs and expenses of the suit, including reasonable attorney's fees.
19. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

TOUCHDOWN ESTATES - PRICE LIST AND LOT SIZE

Lot #	Price	Size
1	SOLD	5.54 Acres
2	SOLD	3.04
3	SOLD	4.65
4	\$34,000	4.21
5	\$43,000	4.39
6	SOLD	4.5
7	SOLD	2.47
8	SOLD	2.39
9	SOLD	2.26
10	SOLD	4.38
11	\$29,000	3.51
12	SOLD	3.08
13	SOLD	3.33
14	SOLD	3.12
15	\$27,000	2.43
16	SOLD	3.12

