

Protective Cov Aug 11-50  
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Veterans Mutual Building Association, a Wn Corp  
Owners of the recorded plat known as Norwood Village and  
recorded in vol 47 of plats, pg 31, recds of kcw, in kcw does  
hrby establish & the fig protective restrictions, covenants,  
conditions and limitations, to which the entire plat shall be  
sub, as fls:

Part B.

B-1. The entire area abv descd shall be covered by residential  
Area covenants set forth in Part C hrin, except thos areas which  
may hrinafter be designated as park areas by the Architectural  
Control Committee hrinafter provided for, and to which those  
cov set forth in part D hrin shall apply.

Part C

C-1. Land use and bldg type. No lot shall be used except for  
residential purposes. No bldg shall be erected, altered, placed  
or permitted to remain on any lot other than one of any of the  
flg: (1) a detached, single fmlly dwelling not to exceed 1½  
stories in ~~height~~ height on the upper side of the lot and not to  
exceed 2 stories in height on the lower side of the lot (2) a  
private garage for not more than 2 automobiles and (3) a garden  
house.

C-2. Architectural Control No bldg, fence, or other structure  
shall be erected, placed, or altered on any lot until the  
construction plans or the plans for midification of any existing  
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at the minimum cost stated herein for the minimum dwelling size permitted. The ground floor area of each dwelling shall be not less than 800 sq ft for a one story dwelling and not less than 600 sq ft for a dwelling with two ~~full~~ finished stories.

C-5. Lot Area. No lot as designated in the above described plat shall be subdivided.

C-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved where designated as "Drainage Easement" in the above described plat.

C-7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which might or might not become an annoyance or nuisance to the neighborhood.

C-8. Temporary Residence. No garage or garden shelter shall be used as a residence, either temporarily or permanently.

C-9. Signs. No sign of any kind shall be displayed on any lot except one sign of not more than 5 sq ft advertising the property for sale or rent.

C-10. Oil and mining operations. No oil drilling, oil developing operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

C-11. Livestock and poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

C-12. Garbage and Refuse Disposal. No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. 1

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All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. Water supply. No individual water supply system shall be permitted on any lot. However, any lot or part thereof may be used for a county well and any necessary structures related thereto.

C-14. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this county and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

#### Part D. Park Area

D-1. The park areas which may hereinafter be selected by the Architectural Control Committee shall be used for usual park developments only. The only development work allowed will be that of attractively landscaping any part of the park areas, constructing recreation facilities, and erecting buildings for recreation and county purposes. Also any related work necessary to effectuate the preceding developments as the construction of paths and the providing of necessary utilities is allowed. Any building erected in a park area shall be attractively designed and shall not be located within 20 feet of either the interior lines or the street lines of such park areas.

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No developments of park areas shall be made unless the architectural control committee has approved the plans for sd development.

D-2. Paragraphs C-7 to C-14 inclusive of this inst shall also apply to sd park areas.

Part E

E-1 Membership. The architectural control Committee is composed of Harold L. Booch, G. Weldon Gwinn, Marion Storlazzi and James Chiarelli. In case of the death, disability or resignation of any member or members of the sd committee, the surviving member or members shall have authority to appoint another member to fill the vacancy thus created. Said Committee shall act without compensation. sd Committee shall act and serve until Jan 1-56, at which time the then record owners of the majority of the lots which are sub to the cov hrin set forth may designate in writing duly recorded amt the land recds of kcw their authorized representative who thrafter shall have the powess, sub to the ~~xx~~ same limitations as were previously delegated hrin to the aforsd committee.

E-2. Prodedure. The committee's approval or disapproval of any matter considered by it shall be expressed by a unanimous vote of the entire membership of the committee, and such approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove any construction or alteration plans and specifications within 30 dys after such plans and specifications have been submitted to it, sd plans and specifications ~~xxxxxxxxxxxx~~ shall be deemed approved. The members of the committee to act as Secretary of the Committee.

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Sd Secretary shall keep written records of all proceedings of the committee, ~~xxx~~ which recds shall be open to inspection by record owners of lots in the sd area at convenient and reasonable times.

Part F.

F-1. Term. These cov are to run with the land and shall be binding ~~ak~~ on all parties and all persons claiming under them for a period of 30 yrs frm the dt these cov are recd, after which time sd cov shall be automatically extended for successive periods of 10 yrs unless an inst signed by a majority of the then record owners of the lots in sd areas be recorded prior to the expiration of such 30 yr or 10 yr period as the case may be, agreeing to change sd cov in whole or in part. Any such change shall become effective at the end of the 30 or 10 yr term, as the case may be.

F-2. Enforcement. Enforcement, either to restrain violation or to recover damages, shall be by suitable legal proceedings brought by any person or persons residing in sd area agnst any person or persons violating or attempting to violate anv cov

F-#. Amendment. The then owner or owners of the legal title to a  $\frac{2}{3}$  majority of the residence lots in sd recorded plat may at any time by an inst in writing duly signed and ack by sd owner or owners, terminate or amend these protective cov, and such termination or amendment as to all or anv of the pty in sd recorded plat shall become effective upon the filing for recd of such inst or instruments in the office of the aud of kcw,

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such instrument or instruments shall recite proper references to the records of sd office by vol and pg of the recording of the Plat of Norwood Village, and the recording of all subsequent instruments amending sd protective covenants. Invalidation of any of the foregoing cov shall not effect the validity of the others.

IWW, sd corp has caused this inst to be exec by its proper officers and its corp sl affixed

Veterans Mutual Building Association  
By Marion Storlazzi, Pres  
By Earl Hein, Sec't

Corp sl

kew Aug 11-50 by Mario Storlazzi and Earl Hein, Pres and Sec't of the corp that exc the foregoing inst (of) bef Albert Hanan np for wa res at S (ns Jan 17-51)M1 to Maslan, Maslan & Hanan, 226 2nd & Cherry bldg

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