

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

This declaration made as of _____ day of _____, _____ by the City of Henderson (Developer):

RECITALS

Whereas, Developer, is the owner of the real estate described as: Providence Subdivision

And whereas, Developer wishes by these Covenants and Restrictions (the “Covenants”) to preserve and maintain the values and amenities of said subdivision as a desirable residential and recreational area, to prevent nuisances and to specify the purposes for which said real estate may be used;

And whereas, Developer states that each and all of said Covenants are for the benefit of said property and each owner thereof.

Now therefore, in consideration of the foregoing, Developer declares that the real property described above shall be held, occupied, used, sold and conveyed subject to these covenants.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this declaration or any supplemental declaration (unless prohibited by the context thereof), shall have the following meanings:

- a. “Developer” shall mean and refer to the undersigned owner of the above-described real estate
- b. “Development” shall mean and refer to any portion of a building situated upon the property designed and intended for use and occupancy as a residence.
- c. “Lot” shall mean and refer to any plot of land shown upon the recorded subdivision plat.
- d. “Owner” shall mean and refer to the record owner, whether one or more persons, of the fee simple title so any Lot or Dwelling situates upon the properties, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- e. “Property” shall mean and refer to all such properties subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1: All of the real estate described above shall be held, occupied, used, sold and conveyed subject to these Covenants.

ARTICLE III

BUILDING RESTRICTIONS

Section 1: No Lot shall be used as a building site for a residential structure if the Lot has been reduced in area below its originally platted size, unless such lot split or further subdivision complies with the City of Henderson Zoning Regulations and has been approved in writing by the Developer.

Section 2: Any structure comprising a single family residence shall consist of a detached dwelling designed to accommodate a single person or one family group, together with household employees, and shall comply with the City of Henderson Zoning Regulations and Building Codes with the following restrictions:

- a. The ground floor enclosed area of every one-story dwelling (exclusive of open porches, open breezeways, basements and garages) shall be not less than one thousand five hundred (1,500) square feet of finished floor space on the main living area.
- b. The ground floor enclosed area of every one and one-half story or larger dwelling (exclusive of open porches, open breezeways, basements and garages) shall be not less than one thousand five hundred (1,500) square feet.
- c. The ground floor enclosed area of every split-level type dwelling with a garage built under the dwelling shall have combined ground floor area, including the floor area above the garage (exclusive of open porches, open breezeways, basements and garages), of not less than one thousand five hundred (1,500) square feet.
- d. All dwellings shall have attached enclosed garages with a minimum of two stalls or structure as to allow ease of ingress and egress of a standard size automobile. All garages must be constructed to conform to the general appearance, composition and design of the dwelling.
- e. All roofs will have at least a 4/12 pitch.
- f. The elevation for the finished ground floor for any dwelling shall be 24 inches minimum above the elevation of the center of the street directly in front of the dwelling and designed for proper storm water drainage.
- g. No form of concrete block shall be allowed for facing on any dwelling. All fencing shall be wood or of a material expressly approved in writing by Developer.
- h. Each dwelling shall have a hard surface driveway of a minimum width of twenty (20) feet and shall be constructed of concrete. The driveway shall be installed at the time of the construction of the dwelling. Concrete will not extend into street right-of-way. No driveway will be constructed or maintained in a way that causes erosion or water damage to other Lots or roadways in the Subdivision.

- i. No building or dwelling house shall be moved into said subdivision and placed upon a Lot without permission of the developer. No trailer, camper, mobile home, tent, garage, shack, metal building or unsightly building shall be used in said subdivision as a dwelling at any time, nor shall any type structure of a temporary character be used as a residence.
- j. All fencing shall be wood or of a material expressly approved in writing by Developer. No fences, side rear or front, shall be constructed by barbed wire, woven wire (not chain link), creosote treated material above ground, any unsightly materials.
- k. Exterior lighting installed on any Lot shall not directly or indirectly disturb residents of adjacent property or be of such controlled focus and intensity as to disturb residents of adjacent property.
- l. Each Owner, after moving into a newly constructed Dwelling, shall plant a grass yard in the nearest growing season. Each Owner shall keep it properly watered, mowed and free from noxious weeds, rubbish, trash or junk of any kind.
- m. Sidewalks shall be 4' wide with 4" thickness constructed behind curb. Sidewalk shall be constructed no later than four months after house construction is complete.

ARTICLE IV

EASEMENTS FOR UTILITIES

Section 1: No trees, shrubbery, structures, buildings, fences, pavements or similar improvements shall be grown, built or maintained within the area of such utility right of way which may damage or interfere with the use of the easement.

ARTICLE V

ENFORCEMENT

Section 1: The Developer, or any Owners shall have the right to enforce, by any proceeding at law or in equity, whether seeking damages and/or injunctive relief, all restrictions, conditions, Covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by any such party to enforce any covenant or restriction in these Covenants shall in no event be deemed a waiver of the right to do so at a later date.

Section 2: Any conveyance, contract, lease or action in violation of the Covenants shall be void and may be set aside on petition of one or more of the Owners of lots in said subdivision, or their successors and assigns, who shall be deemed parties to the same effect as the original signers. When such instrument or action is set aside by a court of competent jurisdiction, all cost and expenses of such proceedings, including attorney's fees to the extent allowed by law, shall be taxed against the offending party or parties and shall be declared by the court to constitute an lien

