

## Brendonshire Covenant Excerpts

The following excerpted summary is taken from the original subdivision plat and Covenant for Brendonshire 1 and Brendonshire 2 including a total of 57 lots established by the Brendonshire Company, Inc. in 1956 and 1958. For a more detailed account refer to the Plat Books 30 (page 7) and 31 (page 29) of the L. M. Brown Abstract Company, Inc.

1. The subdivision shall be known and designated as "Brendonshire."
2. "Utility Strips" are reserved for use by Public Utilities. No permanent or other structure shall be erected or maintained upon such strips and such owners shall take their titles subject to the rights of such Utilities.
3. "Drainage Easements" are strips of ground 7 ½ feet wide (marked on the plat) and upon which no structure of any kind of a permanent or temporary nature shall be erected or maintained. Those taking title to the lots through which said drainage easement runs shall keep said strips free and open at all times from debris.
4. Building lines specify no structure of any kind is to be erected or maintained nearer that 15% of the width of the lot at the building set back line or 20 feet, whichever be the lesser, to any exterior lot or property line.
5. No trailer, tent, shack, garage, basement, barn or any other accessory building erected on a lot shall be used as a place of residence at any time.
6. No noxious trade or activity shall be carried on upon any lot in this addition
7. No detached garage shall be permitted in this addition, but all garages shall be attached to the dwelling houses. No garage, so attached, shall have its doors facing the front of the lot, unless written permission is obtained from the building committee for the subdivision.
8. No fences exceeding 4 feet in height shall be permitted in this addition unless granted in writing by the building committee for the subdivision..
9. No fences erected in this addition shall be built between the front property line and the front yard building line.
10. No out buildings such as playhouses, tool houses, barns or other similar structures, shall be erected in this addition without the written consent of the building committee for the subdivision.
11. None of said lots shall be re-subdivided into a building plat having an area of less than the present lot area.
12. No building shall be erected, placed on or altered on any of said lots until the building plans, plot plans and specifications showing the location thereof have been approved in writing by a majority of the building committee of the subdivision. If said building committee shall fail to approve or disapprove such design within 10 days after said plans have been submitted, or if no suit to enjoin the erection of such building or the making of such alteration has been commenced prior to the completion thereof, such approval shall not be required.
13. The building committee originally constituted by the Brendonshire Company, Inc., served until May 1, 1976. At that time the owners of a majority of the lots in the platted addition were authorized to elect (or select) representatives to have all the powers of the original building committee.
14. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
15. The right to enforce the foregoing provisions, covenants and restrictions.....is hereby dedicated to the public and reserved to the several owners of lots in this addition, their heirs and assigns.  
*All of the above restrictions and/or covenants shall be considered real covenants which shall bind each lot in whomsoevers hands it may come and shall run with the land.*
16. After May 1, 1976, said covenants and restrictions shall be extended for successive periods of 10 years each until by a vote of the majority of the then owners of lots in this addition shall declare said covenants and restrictions null and void.