

Westlake Estates - Phase Six

Protective Covenants

1. Each lot shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.
2. The minimum size of the inhabitable area of a residential structure shall be 2100 square feet for a one-story house or 2300 square feet for a two-story house. Basements, walkout basements, open porches and garages are not considered inhabitable areas in determining the minimum size of a residential structure.
3. No lot shall be further subdivided into smaller lots or parcels for the purpose of providing additional building sites. However, nothing in the restrictions shall be construed so as to prevent a residential building from being erected on a parcel or parcels of land with an area greater than a single lot in said subdivision.
4. Buildings to be erected, placed or altered shall conform to the general style, color and location of the existing homes in the subdivision. No buildings shall be erected, placed or altered on any lot or lots in this subdivision until the plans, specifications, location and plot grading plans have been approved in writing by the developer, or its successor, assigns or designated agent.
5. No building structure shall be located nearer the street line than the designated set back line of 30 feet as indicated on the plat. All side and rear yards shall be in conformance with the zoning regulations in force in the City of Sidney.
6. No building with a concrete block, log or imitation log exterior shall be constructed or built on any lot. No premanufactured homes shall be permitted in the subdivision.
7. All downspouts and sump pumps to be connected to storm laterals provided by the developer.
8. Gravel and dirt driveways are prohibited.
9. Chainlink fences are prohibited
10. All other fences or landscape hedges, not to exceed 6 feet in height above ground-level, shall be erected or planted on any building site; and shall not extend closer to the street than the rear wall of the house. City requirements on fencing enclosed swimming pools must prevail.
11. No detached garages, storage buildings or sheds shall be permitted on any lot within the subdivision.
12. Vinyl and aluminum siding is prohibited.
13. The exterior shall be at least 25% Cementitious materials or Smart siding.
14. All roof lines shall have a roof pitch of 6/12 or greater.
15. No sign of any kind shall be displayed to the public view on any lot except: A) One sign of not more than 2 square feet advertising the property for sale; B) and signs used by the developers to advertise the property for sale.

16. No obnoxious or offensive activity of any kind shall be engaged in or on any lot, nor shall any owner or occupant thereof engage in any activity that interferes with the quiet enjoyment, comfort and health of the residents.
17. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for dogs, cats or other household pets, providing that they are not kept, bred or maintained for commercial purposes. Exterior compounds, cages or kennels for the keeping of housepets or hunting dogs are prohibited.
18. No inoperable motor vehicle; no trailer, motorhome, camper or recreational vehicles; boat or boat trailer; snowmobile or snowmobile trailer; aircraft; or motorcycle; nor any truck larger than three-quarter ton shall be parked on any lot for more than 72 hours during any 30-day period, unless stored wholly within a private garage.
19. Each and every lot and house thereon shall be maintained by the owner in accordance with the general standards of maintenance prevailing throughout the subdivision. All lots shall be kept free of debris and clutter. Lawns shall be kept mowed.
20. When construction begins, the residence must be completed within one year, including landscaping, unless completion is impossible or would result in great hardship to the owner. Extensions must be approved by the developer.
21. Any owner of any lot shall be entitled to prosecute any proceedings at law or in equity provided herein against any person or entity violating or attempting to violate any of the covenants, conditions or restrictions contained herein.
22. These conditions, limitations and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in the Westlake Estates and the acceptance of any contract, deed, lease or instrument relating herein shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions herein set forth which are for the use and benefit of every person who shall or may become the owner of or have any title to any lot located in Westlake Estates subdivision.
23. The foregoing reservations, restrictions, conditions, covenants, obligations and charges may be changed, modified, altered, amended or annulled at any time upon the action, in writing, of the owners of a three-fourths (3/4) majority of the lots.
24. Should any one or more of the foregoing restriction, covenants or conditions at any time in the future be held to be illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants or conditions, all of which shall remain in full force and effect.
25. The covenants, conditions and restrictions imposed are for the benefit of all the lot owners and are to run with the land, and shall be binding on all parties and persons claiming under such lot owners until December 31, 2035 at which time these covenants shall be automatically extended for successive periods of ten (10) years, unless they are terminated by a three-fourths (3/4) majority vote of the homeowners within the subdivision.
26. All building construction shall be subject to inspection and approval by the City of Sidney in accordance with established building regulations.