
RESTRICTIONS
OF
MIDDLERIDGE ESTATES

1. The property hereby conveyed by this Deed is to be used for residential or summer homes. All structures must conform generally in appearance with any dwelling on said lot.
2. No parcel or parcels of land conveyed by this Deed may be subdivided into parcels of less than two (2) acres.
3. Only one single family dwelling per each two (2) acre tract.
4. No building or structures can be placed closer than Twenty-five (25) feet to any right of way or property line as shown on the attached plat.
5. There can be no commercial enterprise placed by Buyer upon the premises. However, it is specifically and mutually agreed between the parties hereto that the Seller on a One (1) acre tract, which is a portion of Lot # _____, may at his election, use said lot for a commercial purpose, to-wit: A country grocery store to service residents in the Capon Springs area and of Middleridge Estates. No cutting timber or wood for commercial purposes.
6. The Grantees agree not to place anything upon the premises which would create a nuisance or be unsightly. All improvements on any lot shall be kept in a safe and sightly condition.
7. The Grantees agree not to pollute Dry Run. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All domestic trash, garbage or other waste shall be kept in a sanitary container.
8. No cabin or house can be erected upon the premises containing less than Eight Hundred (800) square feet of floor space. No building of a temporary nature shall be erected or placed on any of the said lots except those customarily erected in connection with building operations; and in such cases, only until building operation is completed.
9. The Grantors reserve Five (5) foot drainage easements along the boundary lines of said parcels, if necessary, to provide reasonable access to roads in Middleridge Estates.
10. The Grantors reserve easements for purpose of public utilities, such as electricity, telephone, water and sewer which will run with the rights of ways or 10 feet either side of any division lines of said lots in Middleridge Estates. All entrances, and entrance culverts must be installed according to State road specifications.
11. The property hereby conveyed is subject to the Forty (40) foot rights of ways as shown on the attached survey plats, which is to be joint rights of ways for the use of the Grantors and the Grantees, (his/her/their) heirs and assigns, for ingress and egress, from Middleridge Estates to public highways.

12. The Grantees agree as evidenced by their signatures hereto, that once construction of a home is started on a lot situate in Middleridge Estates, that the house must be completed within One (1) year from the date construction begins.

14. It is further mutually understood and agreed between the parties hereto that Mini-Bikes, Trail-Bikes and all self-powered recreational vehicles are restricted to each individual lot owner's property with the expressed and agreed covenant by the Grantees that the use of Mini-Bikes, Trail-Bikes or all self-powered recreational vehicles will not be conducted in such a manner as to create excessive noise or a nuisance to other property owners in Middleridge Estates.

14. The use of trailers, side by side trailers, or mobile homes within said subdivision is forbidden. All camping trailers or mobile camping units must be kept reasonably out of sight of the road and must be removed from December 31st to May 1st.

15. No vehicle shall be parked on any road way shown on said subdivision plat. Not over two (2) unlicensed or inoperable vehicles to be kept on any said lot.

16. It is understood and agreed that no hogs or hog pens are to be maintained on any of said lots at any time.

17. It is permissible to keep domestic and farm animals as long as a nuisance is not created.

18. Clothes lines or drying yards shall be located as not to be visible from the roadway.

19. Lien on each and every tract, if road maintenance fee is not paid within 30 days of due date.

20. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each lot shall be kept mown and free from weeds and debris at all times, and shall be kept cleared in accordance with State and Local Ordinances.

21. The grantor may assess the owners of all tracts a sum not to exceed One Hundred Dollars (\$100.00) per year, per deeded tract, for the use, upkeep, and maintenance of the private roads providing ingress, egress and regress to said tracts. The rights and responsibilities as created by this paragraph may be delegated by the grantor at any time to a committee of tract owners, elected by the owners of the above specified tracts, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January, 1988, and on or before the 31st day of January each year thereafter. Where more than one tract is owned by a party or parties, in the event of a resale of one or more said tracts, then the obligation to pay the said One Hundred Dollars (\$100.00) assessment shall become the obligation of the new owner(s).