

# **Westmorland Neighborhood Association, Inc.**

## **Consolidated Deeds of Restrictions**

The Westmorland Subdivision was platted in eight different Units that are numbered One (1) through Seven (7) (See adjoining Plat). Unit Four consists of two Units, 4A and 4B. Unit Six (6) consists of one lot only, for which no record of a Deed of Restrictions can be found.

Several restrictions refer to requirements for obtaining approvals from the subdivision's developer, Harry O. Wyse, or Margaret Anne Wyse Shull (Unit 7). Mr. Wyse and Ms. Shull assigned their rights as defined in the various Deeds of Restrictions to The Westmorland Neighborhood Association effective April 19, 1995.

### **Deeds of Restrictions**

- ❖ All lots located in this subdivision are subject to utility and drainage easements shown on plat and each owner grants rights of ingress and egress over said easements at any and all reasonable times for the purpose of construction and maintaining utilities and drainage, and further agrees to do nothing to impede the free flow of surface water over drainage easements.
- ❖ No house erected on any lot shall be used for other than single family residential purposes; and no residence will be constructed upon any one lot or lots or any combination or subdivision having a total frontage of less than 125 feet when measured at the building line or area of less than one acre.
- ❖ No trailer, basement, tent or other temporary structure located or erected on any lot or part thereof shall be used as a residence, either temporarily or permanently,[ nor shall any houseboat, mobile home, truck or other commercial vehicle be either temporarily or permanently stored thereon (applies to Units 5 and 7 only)]. No noxious or offensive trade or activity shall be conducted or carried on upon any lot, nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the neighborhood.
- ❖ No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets, which may be kept thereon, provided, however, the same are not kept, bred or maintained for commercial purposes.
- ❖ No building or other structure shall be erected on any lot until plans and specifications have been approved in writing by Harry O. Wyse (or Margaret Anne Wyse Shull for Unit 7 only) or a representative appointed by him (her).

- ❖ No fence or fences, or hedges shall be erected except with the written consent and approval of Harry O Wyse (or Margaret Anne Wyse Shull for Unit 7 only), or his (her) duly authorized agent. Garages shall be part of or attached to house as approved.
- ❖ Any residence erected on any lot in this addition shall be of brick or stone, solid or veneer construction starting not higher than ground level, or other material equal in quality and appearance as approved in writing by Harry O. Wyse (or Margaret Anne Wyse Shull for Unit 7 only) or a representative appointed by him (her).
- ❖ No house shall be built with the front wall closer to the front property line than the building line shown on the recorded plat.
- ❖ Each house shall have a livable first floor area of not less than 2,000 square feet (except as noted otherwise, below):

Unit 1.....	Lots A-9 through A-13.....	1,800 Sq. Ft.
Unit 1.....	Lots B-8, B-9, B-14 and C-2.....	1,800 Sq. Ft.
Unit 1.....	Lots B-10 through B-13.....	1,600 Sq. Ft.
Unit 1.....	Lots C-3 through C-7.....	1,600 Sq. Ft.

- ❖ Split level houses may be permitted on Lots A-20 through A-25 (Unit 3). For three level houses add 50% of the area of the two floors other than the main floor to be within the required floor area.
- ❖ Each house shall have the first floor computed at actual area between exterior and exterior walls of finished livable area.
- ❖ Two story houses may be permitted (except in Unit 1). For two story houses add 50 percent of the area of the second floor to the area of the first floor to be within the required floor area.