

RESTRICTIONS AND PROTECTIVE COVENENTS      DRAFT      April 6, 2009

1. All tracts shall be used for single-family residential dwelling purposes and/or agriculture/farming purposes only.
2. The appearance and design of residential buildings are to be compatible with a "country setting" and conventional style. Buildings considered to be unconventional or extreme in design are discouraged.
3. The main dwelling shall have no less than 1400 sq. ft. of covered, cooled & heated ground floor living area.
4. Barns, garages, tents, campers, trailers, offices, mobile homes, duplex houses, apartment houses or manufactured housing are not permitted as primary residential dwellings.
5. Only one residence shall be constructed or permitted on each tract. However, it is permissible for outbuildings located on a tract to be occupied by a servant employed by the owner on such tract, by members of the immediate family of the owner, or by others related to the owner such as parents or descendants.
6. No outdoor toilets or privies shall be erected on any tract. Only approved-type septic tanks or other sewage disposal systems or devices shall be used. Septic tanks and sewage disposal systems or devices shall be constructed and maintained in accordance with the standards specified by State Department of Health and any other governmental agency whose rules and regulations govern installation and use of sewage disposal systems.
7. No tract or any part thereof shall be used as a junk yard, wrecking yard, derelict car, truck or vehicle lot, or trailer park. No abandoned or junk cars, tractors or other such vehicles are permitted on any tract or any part thereof.
8. No structure of temporary character is permitted upon any tract at any time, including but not limited to mobile homes, trailer houses, campers, cars, boxcars, cabooses, buses and the like. An exception is the use of a mobile home by the tract owner for a maximum of a single twelve month period during the construction of the owner's primary residence, said mobile home to be removed from the tract at the end of the twelve month period.
9. Except as restricted elsewhere in these provisions, farming operations shall be permitted provided however that no commercial feedlot type operations or commercial poultry operations shall be permitted. This does not prevent feeding out animals or raising poultry for family use and consumption or as a 4H

or FFA project. No swine shall be permitted on the premises except those being used for 4H or FFA projects and then not to exceed two head per

family. All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept in a neat and clean condition reasonably free from odors and

shall be periodically sprayed or otherwise treated to keep down flies and other insects so as not to become a nuisance to the neighborhood.

10. No tract may be re-subdivided into parcels of less than 9 acres. In the event a tract is re-subdivided, each new parcel and owner shall be subject to the covenants, restrictions and conditions herein given.

11. Any house, building or other structure moved onto any tract must be remodeled into completely habitable and useable condition within six months after it is placed on the tract. Within that period, the exterior shall be renovated and redone so that the house is attractive and compatible with other buildings.

12. No residence or out building will be built nearer than 100 feet to a property line. This includes residences, barns, sheds, storage buildings, garages, and any other such buildings.

13. Each tract owner shall maintain an attractive fence on all road frontages, if owner elects to fence said tract.

14. No hazardous waste material shall be stored on any tract or any part of any tract.

15. These covenants, restrictions and conditions are to run with each and all tracts and shall be binding upon each and all owners, their heirs, successors and assigns, until January 1, 2025, after which they may be extended or renewed at the agreement of the majority of property owners.

16. Exceptions to these covenants, restrictions and conditions can be made only by written approval of all tract owners and the Developer. Requests for exception must be made in writing to each tract owner and to the Developer giving full description of the exception and reasons for the request.

Enforcement of the foregoing covenants, restrictions and conditions shall be by proceedings at law or in equity against any person or entity violating any of them, either to restrain said violation and/or to recover damages. Said proceedings may be brought by the owner of any tract or by the Developer. The Developer is not required to enforce the covenants, restrictions and conditions on behalf of other tract owners. In any proceeding at law or in equity brought against any person or entity violating any of the covenants, restrictions or conditions, the prevailing party in such proceeding shall be entitled to recover, in addition to any other relief granted to such party, reasonable attorney's fees incurred by such party in connection with such proceeding.