**Declaration of covenants and restrictions for lots 0ne (1) and two (2) of Certified survey map #14803 Recorded May 16 2018 Document #5409622**

Where As, Dawson Pointe Stables LLC owners of above property for the purpose of preserving the value of said lots, does here by covenant, grant, declare, provide that the above described lots shall be used for the purpose and manner set forth herein.

1. **General Purpose.** The purpose of these covenants is to insure the best use and most appropriate development of each lot; to protect each owner of a lot against improper uses by any other owner; to preserve against, as far as practicable, poorly designed or poorly proportioned structures ; to insure the highest and best residential development of said property; to encourage and secure the erection thereon of attractive, adequately sized homes; to secure and maintain proper setbacks from streets, and adequate free space between structures, and in general to provide for high-quality improvements which protect the investments made by purchasers of said lots.
2. **Land Use and Dwelling Type**. No lot shall be used except for single dwelling purposes. No building shall be erected, altered, or permitted to remain on a lot that is temporary in nature; Single family dwelling shall include an attached private garage for a minimum of two vehicles; One building in addition to the single family dwelling is allowed on each lot, said buildings will be color matched to that of the single family dwelling; The purpose of that building shall be limited to animal shelter which follows in accordance with town ordinance, owners personal storage, or owners private business operations.
3. **Subdivision.** No lot above described shall be further subdivided.
4. **Dwelling Types and Sizes**. The following minimum floor area requirements shall apply to all dwellings erected on any lot in the plat;
5. No single story shall have less than 1500 square feet on the main floor area.
6. No two-story homes with exposed lower levels shall have less than 2000 square feet of total floor area
7. No raised ranch, bi-level, or tri-level shall have less than 900 square feet on the main level nor less than a total floor area of 1700 square feet.
8. All buildings will have a minimum roof pitch of 5” to 12”.

For purposes of floor area stair openings shall be included, but Screen porches, stoops, balconies, breezeways, attached garages and basements shall be excluded.

5.**Building Location**. Within the limits of applicable zoning requirements.

6.**Other Structures and Outbuildings**. No structure constructed elsewhere may be moved on to any lot; No building mounted solar panels or radio towers shall be allowed. No satellite dish used will exceed 36” in diameter.

7.**Temorary Structures**. No temporary structures including tents, shacks, garages, trailers or outbuildings shall be allowed on said lots for more than 72 hours when outside previously described storage building or garage.

8.**Driveway/Parking**. Storage of vehicles, equipment or trailers for more than 72 hours shall be prohibited on any portion of lot accept for driveway, approved building, or garage.

9.**Animals**. Animals allowed within zoning limits. Each owner is responsible to keep owned and unowned animals in their possession within the boundaries of there specific lot. Owner is responsible for any fencing that may be required

10. **Garbage and Refuse Disposal**, no lot shall be used as a dumping ground for garbage, refuse, recyclables, trash, or other waste items. All waste shall be stored in sanitary containers. All containers, incinerators or equipment shall be kept in sanitary condition and stored inside or screened from view from the street.

11. **Nuisances and Home Occupation**. No noxious odors shall be permitted to escape from building site and no activity that is or may become a nuisance or which creates unusually loud noises shall be permitted on the building site.

Home occupations and home offices may be conducted within a dwelling or approved outbuilding only and so long as such occupation is permitted under local ordinance.

12. **Term**. The covenants and restrictions shall run with the lands above described and shall be binding upon all who have interest in said lands.

13. **Enforcement.** The covenants and restrictions may be enforced by any lot owner by proceeding at law or in equity against any person or persons violating or attempting to violate the same, whether to restrain the violation or recover damages.

14. **Severability**. Invalidation of any of these covenants and restrictions by judgement or in court order shall in no way affect any of the other provisions which will remain in full force and effect.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_ ,2019