

RESTRICTIVE COVENANTS

1. The property shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on the premises other than one detached single-family dwelling. A detached private garage for not more than three (3) automobiles and family storage buildings, including recreational vehicle storage buildings, all of which are to be used in connection with said single-family dwelling may be placed upon the premises. No old or used houses, mobile homes, manufactured homes or prefabricated homes shall be placed on the property. The dwelling must contain at least 1600 square feet of living area, excluding garage and porches, and be in compliance with all applicable governmental rules and regulations, including building elevation requirements.
2. A carport or garage of sufficient size to accommodate two (2) conventional automobiles shall be erected for each dwelling unit.
3. All improvements including dwellings, carports, garages, storage buildings, porches, decks, steps, railings and covers must be constructed of new construction materials. Carports shall be compatible with the main residential structure and prefabricated garages or carports will not be allowed.
4. All porches, steps, covers and items of like nature must be constructed prior to occupancy of the single-family dwelling.
5. Each lot owner shall provide on each lot an all-weather parking surface (asphalt or concrete) for at least four (4) motor vehicles. No motor vehicle or part thereof shall be placed or parked on any other area other than the designated all-weather parking surface on any of the lots. Such parking surface shall be at least twenty (20') feet from the dwelling unless a garage or carport is an integral part of the dwelling. All driveways connected to public road shall be constructed in compliance with the rules and regulations of the applicable governmental authority.
6. So long as Grantor owns any property in the parent tract of a tract subject to these restrictions, no building or other improvements of any character shall be erected or placed, or the erection or placing thereof commence, or substantial changes made in the design or exterior appearance thereof, or any additional or exterior alteration made thereto after original construction or demolition or destruction thereof after original construction upon the property without obtaining the approval from Grantor, of the construction plans and specifications for the construction or alteration of such improvements. Approval shall be granted or withheld based upon matters of compliance with the provisions of these restrictions, materials used, drainage, location with respect to the topography and finished grade elevations. Each application made to Grantor shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on the property, including the drainage plan for the property, plot plan showing the location and elevation of the improvements on the property and dimensions of all proposed sidewalks, driveways, and all other matters relevant to the improvements to be erected. Grantor's approval shall be required before commencement of construction.

Approval or disapproval shall be in writing, and in the event Grantor fails to approve or disapprove in writing any plans and specifications and plot plans received by Grantor in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plans shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in accordance with such plans and specifications and plot plans.

The granting of approval shall constitute only an expression of opinion by Grantor that the terms and provisions of these restrictive covenants have been complied with if the improvements are erected in accordance with the plans and specifications submitted. Grantor, in exercising any prerogative of approval or disapproval, shall incur no liability by reason of a good faith exercise thereof. Approval shall not be deemed as a representation or certification that the proposed improvements comply with all applicable governmental rules and regulations and the lot owner must nonetheless comply with all applicable rules and regulations.

All construction must be completed within twelve (12) months from the date work commenced. A travel trailer or motor home may be used as a residence during the construction of a permanent fixed residence.

No building of any kind shall be located on the property nearer than twenty (20') feet from any side property line or nearer than seventy-five (75') feet of the road right-of-way serving the property.

Grantor may grant a variance to the construction requirements that, in Grantor's opinion, will not jeopardize the integrity of the Subdivision.

7. No gainful occupation, trade or other non-residential use shall be conducted on the property.
8. Subject to the terms hereof, no animals, livestock, or poultry of any kind, shall be raised, bred or kept upon the property except for dogs, cats or other common household pets (not exceeding 3) may be kept, provided that they are not kept, bred or maintained for commercial purposes. Such household pets shall be confined to the owner's lot and not permitted to roam at large. Provided, however, for tracts containing at least four (4) acres of land, the following rules shall apply for cows and horses, to-wit:
 - a) No more than one horse or cow will be allowed for each two (2) acres of land.
 - b) If cows or horses are kept on the property, the property shall be fenced for the containment of such livestock of which fencing and along with such corrals and pens reasonably necessary to care for the livestock, must be erected in a good and workman like manner, using new material with the material to be used, the location and design of such fencing to be approved by Developer in accordance with Paragraph 6 hereof.
 - c) Subject to Developer approval, appropriate barns and equipment sheds may be erected using new material which structures harmonize with residential construction requirements and such structures may not be located closer than 200 (200') feet from any public road.

- d) Poultry may be kept for personal use only provided the poultry is kept in an enclosed area and not allowed to free range.
9. The premises shall not be used or maintained as a dumping ground for refuse.
 10. No inoperative, abandoned or junk motor vehicle shall be or remain parked or in any way situated on the premises or on the roadway fronting the premises. An abandoned or junk motor vehicle is one without a current, valid state inspection sticker or registration.
 11. No obnoxious or offensive activity (including loud music) shall be carried out upon the premises, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
 12. The premises shall be kept in a neat and clean condition with no accumulation of junk and trash and the grass shall be mowed on a regular basis.
 13. No junk of any kind or character, or dilapidated structure or building of any kind or character shall be kept on the property.
 14. No appliances or accessories, parts or objects used for cars, boats, buses, trucks, trailers or the like shall be kept on the property other than in an enclosed structure built in accordance with these restrictions.
 15. No outside, open or pit-type toilets will be permitted upon the property. Any dwelling, prior to occupancy, must have an individual on-site sewage disposal system installed to comply with the requirements of the appropriate regulatory authorities.
 16. After completion of construction of the main residential structure, self-contained travel trailers or recreational vehicles may be occupied on a temporary basis. No occupancy shall exceed two (2) consecutive weeks or four (4) weeks in any twelve (12) month period. Such travel trailers must be fully self-contained or connected to legal water and sewer facilities.
 17. Each single-family dwelling shall be landscaped by the owner thereof within a reasonable period of time after its construction.
 18. Any recreational vehicle or travel trailer remaining on a lot for more than two (2) consecutive weeks must be parked closer to the rear wall of the primary residence on the lot or the front building set-back line if there is no residence on the lot.
 19. The property may be subdivided into no more than two (2) lots of not less than two (2) acres each with each lot having access to a public road. The subdivision shall be done in compliance with all applicable governmental rules and regulations.
 20. Grantor may authorize variances from compliance with any of the provisions of these restrictions or minimum acceptable construction standards or regulations and requirements contained herein when circumstances such as topography, natural obstructions, property configuration, property size, hardship, aesthetic or environmental

considerations may require a variance. The Grantor reserves the right to grant variances as to building set back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Grantor. Time limits may be temporarily or permanently waived provided such waiver does not, in Grantor's opinion, compromise the quality of life or aesthetics of the properties subject to these restrictions. If any such variances are granted, no violation of the provisions of these covenants shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these restrictions for any purpose except as to the particular provision hereof covered by the variance, nor shall the granting of any variance affect in any way Grantee's obligations to comply with the governmental laws and regulations affecting the property.

21. The invalidity of any one of these restrictions by judgment or court action shall in no way affect any of the other provisions which shall remain in full force and effect.
22. Grantor may, but is not obligated to, enforce the terms and conditions contained herein by any means, by law or in equity, available to Grantor and in the event of any action to enforce the within described covenants in which Grantor prevails, in whole or in part, the offending property owner shall pay all costs incurred in such enforcement, including Grantor's attorney's fees. Grantor shall incur no liability for Grantor's failure to exercise any right afforded Grantor hereunder (except as contained in Paragraph 6), and any right or remedy afforded Grantor hereunder may be exercised by any lot owner in the subdivision.
23. The covenants, conditions and restrictions contained herein shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Grantor or the owner of any lot subject to these restrictions and unless terminated or amended by unanimous vote of the property owners, these restrictions shall be effective for a term of twenty (20) years and shall be automatically renewed thereafter for successive ten (10) year periods unless so amended or terminated.

Dated this ____ day of _____, 20 ____.

BUYER(S):

SELLER(S):
