

### SHADOW BROOK ESTATES RESTRICTIONS

1. All of the said property shall be known and described as residential building sites. No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling, a private garage for not more than three (3) cars, guest house and other out-buildings incidental to residential use of the premises. Servants quarters or extended family quarters are permitted.
2. All residential units shall contain no less than 1,800 square feet of floor space, exclusive of porches, carports and attached garages. All buildings must be completed within 180 days from beginning and painted with two coats of outside paint (excluding masonry) within sixty (60) days from completion of exterior. All out-buildings must be painted unless of masonry construction.
3. No building shall be erected or altered on any tract in this subdivision until the building plans and specifications (including a plot plan showing the location of such building) have been approved in writing by the Developer. The Developer shall consider the plans, location, the exterior design and their respective conformity with the restrictions set forth herein, the existing structures in the subdivision and the harmony between the proposed plan and topography and/or finished grade elevations.
4. No shacks, tents, prefabricated or modular homes, mobile homes or other temporary structures shall be permitted on this property or anything that might constitute a public nuisance. Any person or persons owning property in this addition may enforce these restrictions by proceedings at law in the event these restrictions are broken.
5. Each habitable structure on the premises shall be equipped with sanitary plumbing toilet facilities connected to any approved septic system of sufficient size and capacity to meet all tests of the State, and also to be in accordance with reasonable sizes and construction with regard to the amount of effluence handled by the system.
6. No tract shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, abandoned vehicles or other waste material and all incinerators and/or other equipment for storage or disposal of such material shall be maintained in a clean and sanitary condition.
7. No sign of any kind shall be displayed to the public view on a lot except one professional sign of not more than five (5) square feet, advertising the property for sale or signs used by a builder to advertise the property during the construction and sale period.
8. No noxious or offensive activities shall be carried on upon any tract or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

## SHADOW BROOK ESTATE RESTRICTION, PAGE 2

9. All tracts must be kept mowed and clear of trash and debris. If any owner flagrantly neglects to care for a tract to the extent that it becomes an eyesore and a detriment to the adjoining tract, the Landowners reserve the right to take what action is deemed necessary, i.e. mowing, trimming, cleaning, etc. and the landowner shall bear the cost.
10. There shall be no keeping of hogs, no commercial kennels or poultry operations, and no commercial stables, although homeowners may keep stables in conjunction with their property, if the same are maintained in a clean, orderly and sanitary manner and built in such a manner as not to be unsightly and which might detract from the general appearance and attractiveness of the surrounding property. The livestock, which is not excluded by the above, may be kept at the count of one head livestock per acre owned by landowner in SHADOW BROOK ESTATES.
11. Any dogs owned or kept by owner and guests or invitees shall be kept on Landowner's property.
12. Owner and guests or invitees are prohibited from discharging any firearms from anywhere on the premises.
13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants, in whole or in part.
14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
15. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The violation of any of the restrictions or provisions hereof shall not affect the rights of any lienholder with a bonafide mortgage on any of said tracts.