

Restrictive Covenants 3 AC ± FM 2328 & CR 4119

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, THAT KENNETH L. WAUN, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the parcels or tracts located in said "Wandering Meadows Estates", owned by the undersigned, including the dedicated roads, avenues, and streets therein as follows:

1. BUILDING AND ARCHITECTURAL CONTROL

Modular home, Mobile Homes, HUD Code manufactured homes and prefabricated homes are prohibited on any parcel or tract of the Property. No structure such as a mobile home, prefabricated house, shack, basement, garage, storage shed, barn or stables shall ever be used as a single-family dwelling, either temporarily or permanently. No guesthouse and / or domestic employee living quarters, in the case of the absence of the primary single-family dwelling, shall ever be used as a single-family dwelling either temporarily or permanently.

2. RESIDENTIAL LOTS

All lots on said Property, unless otherwise designated on the aforesaid map or plat of the Property shall be known and designated as "RESIDENTIAL LOTS" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE – No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with garages and other structures as may be suitable and property for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house, or any other form of multiple-family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or as places of abode for transient persons.

(1) Except for the areas listed on the plat as unrestricted, no dwelling shall be erected on any parcel or tract on the property unless the same shall have an exterior area of not less than 1600 square feet; provided further, that any two-story homes shall contain at least the same square footage on the ground floor; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, or other appendages.

(B) CONSTRUCTION- All residences shall be constructed only of new construction materials except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation.

3. GARBAGE OR TRASH DISPOSAL

No parcel or tract shall be used or maintained as a dumping ground for rubbish, trash garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any parcel or tract on said Property, nor shall anything be done thereon which may be or become a nuisance on the Property. A nuisance shall include but not be limited to junk or wrecking yards, automobiles, trucks or other vehicles used for parts. The Property shall not be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks and other vehicles, machinery, equipment, used lumber or other used material, presenting an unsightly appearance. All parcels or tracts of the Property shall be maintained by the owner thereof in a reasonable neat and clean condition.

5. EASEMENTS

An easement is reserved over and across all parcels and tracts on the Property as needed for the purpose of installing, preparing, and maintaining, and is hereby conveyed to the property parties (including but limited to Kenneth L. Waun, water draining, water, electric, telephone utility companies or municipal authorities) so that they may install, repair, and maintain electric power, water, drainage, and telephone services for the parcels or tracts on said Property, and all contract, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

6. TEMPORARY STRUCTURES AND RESIDENCES

Buyer may live in a motor home or travel trailer, with a septic system fully installed, ONLY for a period of no more than (365) days, while waiting for construction of primary residence to be built. The motor home or travel trailer must be presentable and should be maintained and kept neat at all times.

7. ANIMALS

No commercial farms shall be allowed.

8. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except for signs and advertising the Property for sale or signs used by a builder to advertise the Property during the construction and sales period or temporary election/candidate signs.

9. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect until all parcels and tracts of the Property have been sold. Upon sale of all the Property, the majority of the home owners will prevail in enforcing these restrictions.

10. MISCELLANEOUS PROVISIONS

Any parcel or tract purchased on the Property, may not be re-subdivided into smaller parcels for sale.

All covenants and restrictions are for the benefit of the entire Property and shall be binding upon the purchaser or their successors, heirs, and assigns.

Invalidation of any one of the covenants or restrictions by judgement of any court shall in no way effect any of the other provisions which shall remain in full force and effect.