

PROTECTIVE COVENANTS:

- 1) Each lot in the subdivision shall be used for single family residential purposes only. No single lot shall be resubdivided into smaller lots for the purpose of permitting the construction of more than one residential dwelling unit on said lot. This Development shall consist of the types of residential structures described as follows:
 - a. All homes must be of new construction at the site.
 - b. The front of dwellings shall face as approved by the Developer and/or the architectural control committee.
 - c. The design and architecture of the residential structure will be evaluated, based upon its compatibility and relationship to the landscape of the lot, the other dwellings within the subdivision and these restrictive covenants.
- 2) No dwelling or other structure of any kind will be erected or added to an existing structure on any lot prior to the approval of the location and design, in writing, by the Developer or architectural control committee designated by the Developer for said purpose. Such approval or disapproval shall be within the sole discretion of the Developer or architectural control committee and shall be final with right of appeal. Approval shall be obtained by submitting one copy of the proposed plans and specifications, along with a site plan showing the proposed location of the improvements. If approval or disapproval is not granted within 30 days from receipt thereof by the Developer, his agent or committee, then approval shall be waived.
- 3) No residence will be maintained on any lot unless the same is connected with and served with sanitary sewer.
- 4) No trailer, mobile home, recreational vehicle, basement only, tent or other type of our building shall be used as a residence on any lot, either temporary or permanent, at any time.
- 5) No above ground storage tanks for gas, water or any other liquid shall be permitted in this development except for small propane tanks affixed or connected to gas grills. Additionally, antennas, radio towers, and similar structures shall be prohibited. Satellite receiver dishes shall be permitted to the extent that they are screened from view from street(s) adjacent to said lot.
- 6) No sign or other advertising media, shall be erected or maintained on any lot, except one professionally lettered sign erected by a builder realtor or owner advertising the residence and/or lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.
- 7) No subdivision resident or guest of said resident shall store or park overnight, any boat, trailer, recreational vehicle or any other similar vehicle other than a passenger vehicle, in the driveway or front yard of his residence or street adjacent thereto. Any boat, trailer, recreational vehicle or any other similar type vehicle may be kept on the premises providing same is kept in a garage or screened from view from all sides of the property. No vehicles shall be parked on the streets of the subdivision except as necessary from special and temporary occasions, i.e. construction, repair or social gatherings.
- 8) No farm animals of any kind, including but not limited to horses, sheep, cattle, goats, fowls, etc. shall be permitted on any lot. Notwithstanding the above, household pets are permitted in the subdivision, provided that the owner of said pets does not permit them to become a common nuisance to the neighborhood. Such household pets must be confined to the property of the owner and shall not be allowed to roam the neighborhood. Enforcement hereof may be by any resident causing same to be removed by the dog warden and/or injunctive relief with all costs and attorney fees of said action to be paid by the pet owner. No commercial dog kennel or other animal kennel shall be maintained on any lot. For purposes hereof, commercial kennel shall be defined as housing more than two adult dogs or other animals. No garden may be maintained within view of the street.
- 9) All holiday exterior decorating, whether in the yard or attached to the dwelling, will be removed within thirty (30) days of the holiday or event date.
- 10) All vacant lots will be maintained by the respective lot owner, including mowing and clean-up.
- 11) Perpetual easements are reserved as shown and noted on the final plat of subdivision. These easements are for use for public utility, drainage, and maintenance of adjoining roadways. The easements shall include the rights of ingress and egress by the employees and agents of parties using said easement and shall permit the trimming and removal of shrubs, trees, or other vegetation which interfere or threaten to interfere with the operation of any utility within the easement. No permanent structure shall be permitted within the limits of these easements.
- 12) Subject to the public utilities and drainage easements herein reserved and shown on the final plat or plats, fences may be erected upon written approval of the Developer or architectural control committee designated by it. No fence shall be erected or maintained on any lot which is nearer to the front property line than the front wall of the residence located thereon. No fence or wall shall exceed a height of eight (8) feet. No chain link fences shall be permitted within the subdivision without written consent of the Developer.
- 13) Developer reserves the right to establish a uniform mail box.
- 14) The subdivision, as shown by the final plat or plats of record and the restrictive covenants herein above states, shall remain operative as to all lots shown on the aforesaid plat. Developer has the continuing right to make changes in the subdivision layout as to "green areas", beautification easements, or public facilities as shown hereon, and no final dedication of the "green areas", beautification easements, or public facilities are to be made until sale of all lots in the development, unless otherwise provided in writing by the Developer.
- 15) The Developer shall further be permitted to modify and/or relocated easements, as shown on plats of the development, from time to time, as required to comply with the orderly development of the subdivision with the understanding that any easements that are changed, altered, or deleted shall be replaced by other easements so that each lot shall be properly served by public utilities. No consent of owner of lots in this development, nor consent of providers of the various utilities shall be required for alteration or deletion of said easements prior to sold easements being utilized by a public utility provided. No lot, of any portion thereof, shall be used for access to property outside the subdivision.
- 16) No rubbish, trash, or garbage receptacle shall be placed on the exterior of a lot except on the day of regularly scheduled collection. Any and all garbage cans, refuse, or storage piles placed on any lot, whether temporary or permanent, shall be walled in to conceal the same from view of neighboring lots, roads, streets.
- 17) No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. Construction of homes shall be completed as to the exterior no later than 12 months from the commencement of construction.
- 18) Detached buildings, such as garages and outbuildings, may be constructed, provided that such buildings are structurally and architecturally compatible with the home residence and obtained as prescribed therein.
- 19) Any violation or attempted violation of any of the foregoing restrictions by any lot owner can be the subject of any appropriate proceeding at law or in equity, to be brought by the Developer or any other lot owner or owners in the subdivision to enforce proper compliance with the said restriction or restrictions. If any of these restrictions are declared void by any court of law, the remainder of these covenants shall remain in full force and effect. All costs, legal fees and expenses incurred in the enforcement of same shall be recovered by the prevailing party from the losing party.
- 20) Architectural control committee shall be the Developer or at its election, a committee of three lot owners designated by Developer until all lots in this unit are sold, then said committee shall be appointed by the Homeowners' Association. Upon the sale of all lots in the Subdivision by the Developer, or at the Developer's written election and notice to the Homeowners, all duties and responsibilities of the Developer as enumerated herein, shall be transferred to the Homeowners Association.
- 21) These restrictions shall be deemed covenants running with the land and shall be binding upon the owners and Developer of the subdivision and any and all persons or parties, their heirs and assigns, claiming any conveyance from the owners and Developer. However, said restrictions, may be changed, modified or extinguished in whole or in part, by written agreement executed by the then recorded owners whose property consisting of the absolute fee simple title only, would equal or exceed 51% of the number of lots composing the subdivision. The provision shall be applicable to all restrictions.
- 22) All dwelling units shall be completed including landscaping, and made ready for occupancy I no more than twelve (12) months from the date of issuance of a building permit, with failure of completion within said time period resulting in a penalty of \$100/day until completion. All driveways shall be constructed of concrete. Any other type of material used for drives shall have the approval, in writing, by the Developer or person or architectural control committee designated by the Developer for said purpose.
- 23) The developer, person or committee designated by the Developer must approve in writing all fences, except those for the purpose of screening air-conditioning equipment.