

RESTRICTIVE COVENANTS

- 1. None of said lots as shown on said recorded plat shall be re-subdivided so as to create additional building lots. Where a residence has been erected on a plat consisting of two (2) or more tracts,, none of said tracts shall thereafter be sold separately if such sales would result in a violation of the original recorded map.**
- 2. No sign board of any description shall be displayed on any lot with the exception of signs "For Sale" or For Rent," which signs shall not exceed two (2) feet by three (3) feet, except signs used by the developer to advertise the property during the sales period.**
- 3. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.**
- 4. All lots in the subdivision shall be used only for single-family residential purposes. For the purpose of these restrictions, a lot shall be deemed to be used for residential purposes when it is used to house persons and their belongings, without regard to whether the persons are owners of the property.**
- 5. All lots shall be kept at all times in a sanitary, healthful and attractive conditions, and the owner or the occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of materials or equipment except for normal residential requirement or incident to construction or improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn any garbage, trash or rubbish.**
- 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bread or maintained for commercial purposes and provided they do not constitute a nuisance, or potential danger of actual disruption of other lot owners, their families or guests. All aforementioned animals will be restricted to owners' lots or on a leash.**
- 7. No lot or other portion of the subdivision shall be used or permitted for hunting, or for the discharge of any pistol, rifle, shotgun or any firearm, or any bow and arrow or any other device capable of killing or injuring.**
- 8. No roadway shall be permitted across any lot for access from land not in this subdivision to streets within the subdivision.**
- 9. Accessory buildings must be of the same type construction as the dwelling.**
- 10. No lot in the subdivision may be re-subdivided or sold as more than one lot.**
- 11. All dwellings constructed of wood or vinyl siding must have a brick foundation and no pre-fabricated brick shall be permitted.**

12. Dwellings must contain 1,800 square feet of heated floor space on the main level if constructed on a single level. A one and one-half story or two-story dwelling must contain at least 1,200 square feet of floor space on the main level. Finished area in the basement level does not count toward the minimum requirement on the main level.
13. No log homes, split foyer style home, mobile homes or modular homes shall be permitted.
14. No dwelling may have a roof pitch with less than a 7/12 pitch.
15. No carports shall be permitted. All garages shall be enclosed garages with doors only.
16. No satellite dishes in excess of three (3) feet in diameter.
17. No chain link or wire fences are permitted. No fence may exceed five (5) feet in height.
18. All driveways must be concrete, asphalt, flagstone or brick.
19. No outside clothesline or antenna towers shall be permitted.
20. No flat rock shall be permitted on the exterior of any dwelling; stacked and cultured rock only shall be permitted.
21. Upon the sale of sixty percent (60%) or more of the lots in the subdivision, maintenance of the Common Areas shall be the responsibility of the lot owners.
22. These covenants may be enforced by Developer or any lot owner or owners by proceeding at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.
23. Invalidation of any one of the covenants by Judgment, Court Order or statute shall not affect any other provisions herein which shall remain in full force and effect.
24. Fifteen inch (15") culvert (minimum) must be installed under all driveways that will need a culvert.
25. All residences constructed on lots in the subdivision shall be at least thirty (30) feet from the front lot line, at least twenty-five (25) feet from the rear lot line, at least ten (10) feet from any side lot line. On corner lots, at least twenty-five (25) feet from side lot line and thirty feet from front lot line.
26. Once a permanent residence has been established, each homeowner shall maintain his lot in a clean and attractive manner and shall prevent the development of any unclean, unsightly or unkempt condition of any improvement on any lot or the grounds of such lot.
27. Each lot in the subdivision shall be subject to a twelve and one-half (12 ½) foot utility easement to lie along the rear border of each lot for purposes of installation, repair and maintenance of utilities for the benefit of the lot owner and other lots in the

subdivision including any additions to the subdivision or modifications of the subdivision.