



COVENANTS

## RESTRICTIVE COVENANTS

Whereas the undersigned is the owner of the real estate described by Exhibit A and Whereas the undersigned desires to impose restrictive covenants upon said real estate to promote improved property values. Therefore the undersigned does hereby impose the below stated covenants upon said real estate.

All lots shall be for residential use only. However, the use of a lot shall be authorized for a resident of the subdivision for: a home office. These exceptions shall not be open to the general public through public advertisement nor advertised or identified by external advertisement to the subdivision. In no event shall a non profit entity such as a church, religious organization or political campaign office be authorized to operate from a residence.

Noxious or offensive activity shall not be allowed upon any lot nor shall be done thereon which may be or may become an annoyance or nuisance for the neighborhood. No improper, offensive or unlawful use may be made of any lot or portion thereof, and all laws, zoning ordinances, and regulations of all government bodies having jurisdiction shall be observed.

All trash and other waste shall be kept in sanitary containers placed in the rear of the homes. No lot shall be used as a dumping ground for trash or scraped metal.

A septic tank and drain field as prescribed by the state health department and approved by the White County Health Department.

No building shall be constructed within 15 feet of the front line nor within 15 feet of any side line nor 15 feet of any rear line.

Any dwelling shall have a minimum of 1500 square feet of enclosed heated living space on the first or main floor, which shall not include porches, carports or garages. Residences which have two stories shall have a minimum of 900 square feet of enclosed heated living space on the first or main floor and a total of 1600 square feet of enclosed heated living space in the entire home, which shall not include porches, carports or garages. All dwellings shall be of quality material and workmanship. No metal structures shall be permitted on any lot. No structure shall be moved from any location to any lot. All lots shall only consist of on site built single family residence.

No recreational vehicles motor vehicles, motorcycles or boats are to be left on the premises without current registration. No inoperable or wrecked vehicles shall be permitted on any lot. No modular homes shall be permitted on any lot.

All plans for homes shall be submitted to the declarant for approval as to whether the plans meet the requirements of these covenants. Such approval shall not be unreasonable withheld. All homes shall be constructed of wood and shall be finished on the outside. An exception may be granted by the declarant on the terms and conditions that the declarant in their sole discretion.

Concrete Block Walls and foundations must be covered with brick, stucco or stone.

No signs are permitted on the premises other than for sale or for rent signs. These signs shall be no larger than four square feet. This restriction shall not apply to the Declarant who shall be permitted to

locate larger signs on the property provided they are used to promote the sale of lots or homes within the subdivision

No animals other than a maximum of two dogs or two cats shall be permitted on the premises. All housing for pets shall be located in the rear of the lot. The owner of each lot shall not allow a pet to roam onto any other lot.

Every lot upon which a residence shall have been constructed shall be fully landscaped within 90 days of occupancy or completion of the residence, whichever shall first occur. Thereafter, said landscaping shall be continuously maintained in good condition. This provision may be varied by the declarant but only in writing for a period not to exceed one year total for construction purposes.

No lot shall be subdivided except with the express written consent of the declarant.

No mobile homes, modular homes, Recreational Vehicles, motor home or any factory constructed home shall be placed on any lot or subdivision road.

No garments, laundry, rugs or articles may be aired or dried on the outside of any home.

No fuel tanks or similar storage receptacles may be exposed to view and the same may be installed within a screened area or buried underground.

No window air condition units shall be permitted.

No person shall change any drainage utilized by the declarant.

No antenna, satellite dish or similar item shall be located in such a manner as to be visible from the street. Further any satellite dish shall not be greater than 36 inches in diameter.

All outdoor lighting shall be so shaded and directed that such light therefrom will only fall on the same premises where the light source is located.

No fence or similar improvement may be constructed without the prior written approval of the declarant. Chain Link fences are prohibited.

Until 100% of the covered lots are sold the declarant reserves the right to amend these covenants for the purpose of curing any ambiguity or inconsistency regarding the covenants.

No building, fence, wall, residence, garage or any other structural improvement or change or alteration to the exterior of existing structures or improvements or in the landscaping shall be commenced, erected or maintained nor shall any exterior additions or changes or alterations thereto be made until plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, colors and locations of the same shall have been approved by the declarant.

There are hereby reserved for the purpose of installing and maintaining public utility facilities, an easement ten feet wide as measured from all lot lines.

All carports, garages, or outbuildings shall have internal finished walls and carport doors. All carports, garages or outbuildings shall match the residence located on the lot in color, texture and design.

No lot shall be acquired or utilized for the purpose of locating thereon a roadway or driveway for the purpose of accessing real property outside of the subdivision.. The declarant reserves unto herself, her successors and heirs the right to sell or transfer access rights to adjoining lands.

All playground equipment, swing sets, swimming pools or recreation equipment shall be located in the rear of all lots.

All driveways shall be paved in concrete or asphalt.

The declarant in successfully prosecuting the violation of any covenant or restriction herein shall recover from the lot owner the entire expense of the prosecution of the violation, the cost of correcting the violation and all attorneys fees and costs.

The exterior of all dwellings must be completed within six months after beginning construction. The yards and grounds must be landscaped within one year of the beginning of construction.

Owners shall provided parking for at least two automobiles on each lot. No one may park or place anything within the right of way of any subdivision roadway.

There shall be no motorcycles, motor bikes, four wheelers, three wheelers, dune buggies, go carts or any type of motorize vehicles designed primarily for off road use allowed on any portion of the subject property, except in storage within a building.

All lots which have been transferred from the declarant may be maintained by the declarant in the event an owner fails to do so. Grass may not exceed one foot in length. The expense of maintaining a lot shall be charged as a lien against the lot owner by the declarant.

No temporary building of any kind shall be erected prior to commencement of the erection of a residence. No outbuilding, garage, shed, tent, travel trailer, basement or temporary building shall be used as a residence.

All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within 30 days of the building construction. All driveways shall be paved within 60 days of completion of the exterior of the residential building. The declarant reserves the right to amend these covenants or grant variances as may be required. In the event any one covenant is declared by a court to be unenforceable then the remaining covenants shall remain in force and effect.

In witness thereof, the declarant has hereby set her hand and seal this January 24, 2018.

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WITNESS

\_\_\_\_\_(SEAL)  
BRENDA HAYNES

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NOTARY PUBLIC