

# Section 2 Phase 1

## SUTHERLAND FARMS SECTION II PHASE I

### PLAT RESTRICTIONS

#### **A. Lots**

1. All lots in the subdivision shall be known and used as single-family residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with a detached garage or storage building. All such detached garages and or storage buildings shall be constructed of the same quality and the same material type as the main dwelling building. No structures shall exceed 2 1/2 stories. Each lot shall have a minimum of a two-car garage not to exceed a three-car garage.
2. The ground floor area of the main structure exclusive of one story open porches and garages shall be outlined as outlined in the three categories below:
  - A) Minimum 1800 square feet for one story structures, or not less than 1200 square feet for multiple story structures. Lots included in this category are: 81, 84-88, 94-99, 104, 147
  - B) Minimum 2000 square feet for one story structures, or not less than 1400 square feet for multiple story structures. Lots included in the category are: 73-80, 82, 83, 89-93, 100-103, 105-129
  - C) Minimum 2200 square feet for one story structures, or not less than 1600 square feet for multiple story structures. Lots included in this category are: 130-146
3. All chimneys and / or insert fireplace vents shall be constructed of brick or other masonry material as approved in writing. In no case shall they be veneered in aluminum or vinyl siding.
4. No two or more lots may be combined and subdivided so as to obtain a larger number of lots than existed before combining.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision. No structure, planting or any other material or mechanical equipment shall be placed or permitted to remain in these easements which may damage or interfere with the installations and or maintenance of utilities or which may alter a direction of flow or volume of the drainage channels within those easements. The easement areas of each lot shall be maintained continuously by the owner of that lot.
6. The building setback lines shall be as platted. No building shall be erected nearer than those setback lines as shown. Side setback lines are 7 1/2 feet on all lots unless otherwise shown on the recorded plat.

#### **B. Structures**

1. The exterior material of all residential structures shall be no less than 75% of brick or stone masonry.
2. The main roof of all dwelling units must be constructed with a minimum pitch of 12-9. Flatter slopes may be approved in writing by the developer with reasonable cause.
3. The building plans shall be submitted to the developer for review and written approval prior to construction. Consideration for the approval by the developer shall be given based upon these written restrictions and the conformity with the motif and architecture of the development as a whole. Approval or disapproval of the plans by the developer shall be available within 5 business days after receipt. The developer has available graphic representations of the suggested traditional architectural nature of the structures to be used as a guideline.
4. Any detached garage, storage building and or outbuilding shall be subject to the same restrictions as outlined above. This includes written approval by the developer. Any outbuilding is required to be of the same theme as the main structure in its design and material.
5. Above ground pools will not be permitted.

### **C. Landscaping**

1. Certain lots have been designated for the construction of sidewalks. The developer has available approved concrete contractors, specifications quality control and construction inspection procedures.
2. All lawns are to be seeded or sodded on or before completion of the home.
3. It is the developer's goal that this development will become a tranquil and ornate area through the voluntary planting and maintenance of trees, shrubbery, bulbs, seasonal and annual plants, landscape bed, etc. As a bare minimum, it is a requirement that the homeowner or builder will plant and maintain a minimum of two 2" trees and a basic foundation planting. Additional landscaping is highly encouraged.
4. Any yard fence must be approved by the developer or its authorized representative in writing. The fence shall be aesthetically pleasing and conform to the nature of the general area. Chain link fence is not acceptable. No fences shall be constructed closer to the front property line than the rear corners of the residence.
5. All driveways must be surfaced with concrete or bituminous asphalt from the edge of the street to the end of the driveway.
6. Ornamental yard furniture, hardware, statues, etc. are to be kept to a minimum in the front lawn areas and should be screened in the rear areas so as to not create an objectionable nuisance to the neighborhood.
7. All mechanical equipment, utilities, solid waste receptacles and service areas are to be screened from the public view.
8. Mailboxes and hardware are to be placed at each residence by the builder and are required to be per the developer's specifications. Placement shall be as required by the U.S. Postal Service. The mailboxes and posts will be supplied by the developer at a specified price.

### **D. Use / Occupancy**

1. No trailer, basement structure, tent, shack, barn or other outbuilding erected on a tract shall be used as a residence temporarily or permanently.
2. No noxious or offensive trade or activity shall be carried on upon any lot. Nor shall any activity be allowed which may be or become a nuisance to the neighborhood. No lot shall be used for commercial use or purpose. Some of those specific activities include:
  - a) Sale of used cars, boats, etc.
  - b) Repair of cars, boats, motorcycles, etc.
  - c) Parking or storage of RVs, buses, campers, multi-axle trailers, etc.
3. Solid waste and recycle waste receptacles must be kept from sight other than for scheduled collection.
4. Sufficient space shall be provided for all vehicles parking off of the streets and lawn areas with the exception of special social occasions.
5. Window air conditioners are not permitted.

### **E. Construction Activity**

1. The homebuilder shall work continuously on the construction of the residence after the initial footings have been placed. The builder must work in a sustained satisfactory progression and shall in no case require more than a 12-month period from initial construction to the final completion. Final completion shall include walks, exterior steps, patios, initial landscaping, seed and sod.
2. The final lot grading shall conform to the developer's engineered original drainage plan as approved by the Bowling Green Warren County Planning and Zoning Commission.
3. It is the lot owner's responsibility to see that the builder is held responsible for silt control and tracking of mud on to streets during the construction period. also any areas where vegetative grown is disturbed shall be given attention so as to employ appropriate soil stabilization methods so as to prohibit erosion.
4. The homeowner and builder shall be jointly responsible for controlling blowing debris and the general housekeeping on the

lot during the construction phase. **It is anticipated that the builder will supply a container for all construction debris for the proper disposal or make other arrangements to ensure no waste is allowed to impact neighboring lots or remain in an unsightly condition on his lot.**

5. No burning will be allowed on site for construction material other than for heating of personnel during cold weather as regulated by the E.P.A.

6. All external construction shall be completed prior to occupancy.

#### **F. Maintenance**

1. Owners of lots encompassing storm water retention areas are responsible for the perpetual maintenance of that portion of the basin on their property. Maintenance shall include:

I. Grass shall be maintained so as not to exceed five inches in heights.

II. Basin areas shall be maintained free and clear of all debris and all objects.

III. No permanent structures of any type shall be placed in these areas without the written permission of the City County Planning Commission.

IV. Landscaping in these areas is encouraged.

V. Should erosion occur at any time, it is the owner's responsibility to stabilize the erosion and repair and re-vegetable the affected area.

#### **G. Covenants General**

1. The owner of each lot shall be required to be a member of the Homeowners' Association. The rights and responsibilities are defined in a separate document.

2. The developer maintains the right to interpret and enforce and or yield these restrictions at his sole discretion. Any interpretation, enforcement and or yielding of these restrictions will be based upon the general good of the neighborhood as a whole.

3. Owners of said lots will comply with the rules and regulations of the Bowling Green Warren County Planing and Zoning commission and these covenants and or restrictions. The protected covenants are to run with the land until January 1, 2031 and shall be enforceable by the injunctive relief of any owner whose property constitutes a portion of the subdivision after compliance with the arbitration provisions of Paragraph 4 below.

4. In the event any dispute shall occur concerning the interpretation or enforcement of these restrictive covenants, the developers and property owners, their heirs and assigns, shall submit said dispute concerning enforcement and interpretation to binding arbitration. Either party to the dispute may invoke the provisions of these covenants. In order to invoke said provisions, the party requesting arbitration shall notify in writing all interested parties of its intent to invoke the arbitration provisions. In the notice of invocation, the invoking party shall propose a disinterested arbitrator and resolve the dispute. Should any party fail to agree with the proposed arbitrator, that objection shall be stated in writing within ten (10) days of the receipt of notice of the proposed arbitrator. In addition to stating objection to the proposed arbitrator, the objecting party shall propose an alternative disinterested arbitrator. If the proposed alternative arbitrator is not agreeable to all interested parties, the two proposed arbitrators shall meet within ten (10) days to appoint a third arbitrator who shall serve and whose decision shall be binding upon the parties and subject to enforcement in any court of competent jurisdiction. Once appointed, the arbitrator shall establish an expedited procedure for the hearing of proof and the filing of an arbitrator's award. The cost of arbitration, including reasonable attorney's fees, shall be borne by the party deemed by the arbitrator to have been the non-prevailing party.