



## Summarized Restrictive Covenants

1. The use of the lots in the Subdivision shall be restricted exclusively for residential purposes.
2. No dwelling other than single family dwelling and private garage shall be built on lot.
3. Storage buildings or storage sheds are permitted, but must be located behind the residence and consist of the same style, color and architecture of said residence. Metal sheds are not permitted. Materials acceptable are wood or vinyl siding, asphalt shingle or shake roof. A 10'x12' shed is the largest size permitted without special review. Storage sheds should not be placed in an area that would interfere with neighboring homes.
4. Construction or occupancy of garage apartments or outbuildings as separate dwelling units on any of the lots is prohibited.
5. No existing housing unit shall be converted unto multiple apartment or dwelling building.
6. No commercial place of business of any nature shall be erected or maintained on any of the lots.
7. No building or dwelling in the subdivision shall be used to house more than four (4) non-related persons, nor shall any activity that would constitute a "group house" for the purpose of housing unrelated persons, as a business (profit or not). Persons married to each other, and children of spouses shall be considered related for the purposes of these restrictions.
8. No hogs, cows or horses or any kind of fowl shall be kept on any of the lots involved. Dogs and cats may roam freely, as long as in accordance with local ordinances or law, and as long as they do no damage. However, they must be confined if and when they become a nuisance to their neighbor. Dogs, cats or other household pets shall not be bred or maintained for any commercial purposes.
9. All property not landscape in front of residence will be seeded with grass and will be kept mowed, and in presentable conditions. Grass will not be allowed to grow higher than six (6") inches above grade. Developer or Developer's designated successor shall have the right to mow any grass in violation of this section after ten (10) days written notice if the owner of said lot fails to do so. Developer or Developer's shall have the right to be reimbursed by such owner for expenses incurred.
10. No trash, refuse, scrap lumber, metal, or piles of garbage, and no grass, shrub or tree clippings will be allowed between the rear of any residence and the street bordering the lot on which the residence is located and all such trash, refuse, etc., must be kept out of sight, and to the rear of the residence, so as not to be seen from the street bordering the lot on which the residence is located except to permit garbage or trash pickup.
11. Nothing is to be built above grade on the lawn between the building line and street on which a residence shall front; nothing shall be placed thereon except such plants, lamppost(s), mailboxes or decorative item(s) as will tend to beautify. Mailboxes shall be made of ornamental iron.
12. No noxious or offensive activities shall be carried upon any lots nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
13. No window air conditioning or heating units are allowed.
14. All satellite type dishes shall be to the rear of the residence and not visible to the street.
15. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions shall at any time be used as a residence temporarily or permanently.
16. No sign larger than twenty-four (24") inches by thirty-six (36") inches, or equivalent area, for the sale or rent of the lot and improvements shall ever be erected, placed or maintained on any lot of the Subdivision.
17. Unless approved in writing by the Architectural Control Committee, no fence shall be erected or permitted to remain on any lot in the Subdivision between the street and the front setback line. Fences constructed between the front sill of any dwelling and rear property line, whether parallel or perpendicular to the street and along the rear of the property line shall be constructed of wood, concrete or brick. Maximum height is seven (7') feet above the finished graded surface of the ground which the said fence or wall is situated unless a greater height is approved by the Architectural Control Committee. No creosote shall be used in any fence. Stockade and privacy fences are prohibited.
18. The placing and parking of house trailers or mobile homes on any lot in the subdivision shall be prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may be used as a residence on any lot and any such vehicle, as well as any boats and boat trailers, must be kept behind the front set-back line.
19. No vehicles may be parked on the street in the front of any residence longer than twenty-four (24) hours and no vehicle may be placed on blocks or any immovable positions as well as grass, on any lot or street in this subdivision.
20. Should any person or persons violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property in the Subdivision to prosecute in law and/or in equity against the person or persons violating or attempting to violate any such covenant, and to prevent him or them from so doing and/or recover damages and/or attorney fees incurred for such violation.
21. Invalidity of any one of these covenants by Judgment or Court order shall in no way affect any of the other provisions, which shall remain in full force and effect.