

COVENANTS AND RESTRICTIONS

1. **DWELLING SIZE AND USE.** Any dwelling unit shall contain at least 2,000 square feet of living area, excluding breezeways, open porches, terraces, patios, garages, and other structures not connected to main dwelling unit.
2. **DWELLING QUALITY.** All dwelling units hereinafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof.
3. **COMPLETION OF CONSTRUCTION.** The entire exterior of any main dwelling unit construction on such property must be completed within twelve (12) months after the commencement of the work thereon or the placing of materials therefore on such property, whichever occurs first.
4. **LOCATION OF BUILDING.** All dwelling units, detached garages, guest houses, sheds, barns, well houses, or other outbuilding constructed on such property shall be set back at least 100 feet from the front, rear, and both side lot lines of each lot.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character, including but not limited to tent, shack, garage, barn or other outbuilding or trail, mobile home, house trailer, recreational vehicle, truck camper or similar facility shall be used on any tract at any time as a residence or storage facility either temporarily or permanently. It is understood that one (1) vacation vehicle or recreational type vehicle or boat may be parked on the property provided it is covered in a structure that coordinates with the architectural theme of the rest of the buildings on the property.
6. **PROHIBITED RESIDENTIAL USES.** No mobile homes, house trailer, or manufactured home shall be constructed or placed on any lot in the subdivision.
7. **ANIMALS AND LIVESTOCK.** No swine or goats shall be permitted; no commercial feeding or feet lot will be permitted on any part of said subdivision. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done herein which may be or may become any annoyance or nuisance to the residents or owners within the subdivision.
8. **SUBDIVISION OF LOTS.** Upon the conveyance by Declarant of any portion or tract of land out of the hereinabove described Tract 1 and/or Tract 2, there shall be no further subdivision of any portion or tract of land by any subsequent owner. The restriction shall not prevent correction to deed or other documents to resolve boundary disputes.
9. **GARBAGE.** No garbage or junk or other waste shall be kept on any tract except in sanitary containers.
10. **SEPTIC SYSTEMS.** No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc. shall be connected to a septic tank of sewage collection line meeting the approval of all county and state health authorities and complying with all such regulations and shall be operated and maintained in such manner as to not be obnoxious, offensive or to endanger the health, safety, or welfare of the occupants of the building sit on which it may be located or any surrounding property.
11. **WATER WELLS.** Any water well drilled on any owner's lot shall meet the approval of all county and state health authorities and comply with all such regulations.
12. **PROHIBITED ACTIVITIES.** The subdivision is intended for residential use. No commercial or retail activity on any tract is permitted.

13. **HUNTING.** Hunting is permitted by means of archery or shotgun only (slugs permitted). No owner shall lease their property for hunting purposes.
14. **GENERAL PROVISIONS.** The covenants, conditions and restrictions of this declaration shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for on said subdivision by injunction in order to prevent a breach thereof or to enforce the observance thereof, which remedy however, shall not be exclusive. The undersigned or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy for the damages suffered by them as a result of any breach, and in connection therewith, it is understood that in the event of a breach of these restrictions and use limitations by the owner of any lot or lots in said subdivision, it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. It is further expressly understood that the undersigned shall continue to have the right to enforce such restrictive covenants and use limitations after all property has been sold by him, but shall have no obligation to do so. It is understood that all expenses, attorney's fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that the undersigned shall have no obligation to bear such expense, although he may contribute such expense if he so desires.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any lot subject to this Declaration and their respective legal representatives, heirs, successors, and assigns.

No violation of any of the restrictions described above shall cause a reversion in title, but instead any such violations shall be prevented or the injuries resulting compensated for by injunction or suit damages.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the 21 day of March, 2003.


JAMES E. ROERIG, Declarant/Owner

JOHN B. HAMMON, Owner