

GREEN FIELDS PROTECTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and persons claiming under said parties until January 1, 2030, after which said covenants shall be automatically extended for three (3) successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded prior to any renewal date of these covenants, agreeing not to renew said covenants or change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant(s) either to restrain such action or recover damages incurred by the Architectural Review Committee described herein.

1. **LAND USE AND BUILDING TYPES** – All lots are single family residential lots and shall be used for residential purposes only. No structure other than new single family dwellings are allowed except for a private garage, guest house, private stable and out buildings incidental to private use. Any and all buildings, driveways, fences and other improvements are subject to the approval of the Architectural Review Committee.

2. **DWELLING SIZE** – The floor area of the main structure on each lot shall not be less than 3000 square feet of heated and cooled living area.

3. **CONSTRUCTION LIMIT** – All construction of any and all structures once begun must be completed within 12 months.

4. **BUILDING LOCATION** – All building locations on any lot are at the discretion of the Architectural Review Committee but in no case shall any structure be erected nearer than fifty (50) feet to a lot line.

5. **SUBDIVISIONS** – No lot shall be subdivided into smaller lots less than ten (10) acres in size. Any subdivided lot of 10 acres or more shall be conveyed and encumbered subject to these Protective Covenants.

6. **EASEMENTS** – No easement or rights-of-way for ingress or egress from the subdivision to any contiguous property shall be granted by the owner of any lot or lots in the subdivision, except for reserved easements as described herein. There is excepted and reserved a twenty (20) foot wide drainage and utility easement along the front (outside of and adjacent to the sixty (60) foot wide Private and Access and Utility Easements, shown as Dani Lane and sometimes described herein as the Access Road) and rear of all tracts. Additionally, there is excepted and reserved a ten (10) foot wide drainage and utility easement off of each side of all other tract lines. Furthermore, there is hereby given an easement to the power company serving this subdivision, a guy wire easement that shall extend from the base of any power pole, twenty-five (25) feet outward. Utility easements shall be to permit ingress and egress for the erection, construction, and maintenance of public services, such as power lines, telephone lines, gas lines, water lines and laterals, sewer lines, cable television lines, and for surface water drainage; upon condition however, that there is reserved the right to vacate the easement along any lot lines common to 2 or more adjoining lots, if said adjoining lots are purchased for the use as a single dwelling site and provided further, that said easements are not currently in use at the time of vacating the easement. There is also excepted and reserved a sixty (60) foot wide Private Access and Utility Easement to be used as an Access Road as described below. Said easements are granted, bargained and conveyed together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair, and removable thereof; and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under and above said easements and facilities, and temporary construction easements on either side of said easements for the construction of improvements therein.

7. **MOBILE HOMES** – No mobile homes, manufactured homes or modular homes shall be installed, constructed or allowed on any lot.

8. **ARCHITECTURAL CONTROL** – No building or driveway of any kind shall be erected, placed or altered on any lot, until the construction plans and specifications including sewage disposal plan have been approved by the Architectural Review Committee of Green Fields (the "Architectural Review Committee") as to quality of workmanship and material, harmony of existing design with the existing structures, finished grade elevations, and other such matters. The Architectural Review Committee shall initially be comprised of Richard F. Stallings, W. Randall Rushon and Herman R. Loeb (or a third member to be named by Herman R. Loeb). The committee has the power to add to this membership from the property owners in the subdivision. When three fourths (3/4th) of the original lots in the subdivision (that is any 8 lots or portions thereof of the original 10 lots) have been sold by Loeb Family Properties, LLC to others, the then record property owners of a majority of the lots (voting one vote per lot) shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or to restore to the Committee any of its powers and duties.

9. **FENCES** – All fences are subject to the approval of the Architectural Review Committee. Chain link fences are expressly prohibited except for appropriate dog kennels as may be approved by the Architectural Review Committee.

10. **SIGNS** – No billboard or other advertising devices shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot, which will deface or mar the natural scenery of the subdivision.

11. **TREES** – No trees with a circumference greater than 8 inches at the base shall be removed without approval of the Architectural Review Committee, other than a tree killed by natural causes.

12. **LIVESTOCK** – Domestic pets, such as dogs and cats, may be kept on any lot provided they are not maintained for commercial purposes and do not become a nuisance to the neighborhood. No more than 4 adult dogs or cats may be kept on a lot, except in a controlled non-commercial kennel approved by the Architectural Review Committee. Swine, goats and poultry shall not be kept on any lot. Cattle and horses may be kept but no more than one animal per two acres of usable fenced pasture.

13. **NUISANCES** – All lots shall be limited to residential use only. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the

14. **PROPERTY MAINTENANCE** — Lot owners will keep property neat in appearance. Property appearance may be monitored by the Architectural Review Committee. If lots are found below the neighborhood standard primarily with respect to trash, weeds and tall grass, the Architectural Review Committee (sometimes being referred to herein as the "Committee") may notify an owner to correct same. If corrections are not made within ten (10) days, the Committee may make corrections and charge the costs of such back to the owner. If any such charges are not reimbursed to the Committee within 30 days of notice of such charges to an Owner, the Committee may place a lien on the subject property for any amounts so paid, including expenses of taking said action.

15. **SATELLITE DISHES AND ABOVE GROUND TANKS** — All satellite dishes, antennas, and above ground tanks must be located outside of front and side yards, and no closer than fifty (50) feet to any lot line. Antennas shall not protrude more than ten (10) feet above highest roofline of the residence. All satellite dishes and above ground tanks are to be screened by shrubbery, hedges or privacy fences. The location of dishes, above ground tanks, and screened areas are subject to the approval by the Architectural Review Committee.

16. **DRIVEWAYS** — All residences shall be required to have an improved driveway. Prior to occupancy an improved driveway must be completed.

17. **ACCESS ROAD** — There is hereby reserved, created and granted to each of the owners of lots 2, 3, 5, 7, 8, 9 and 10, shown on the Plat, non-exclusive easements appurtenant to each lot for ingress and egress for the use and benefit of each of the said owners, their heirs, successors and assigns, and any parties in privity with the owners, licensees and invitees of the owners, over and across the private access easements running across the lots as shown on this map, extending from Flowers Road to Lot 11 shown on the Plat (Lot 11 is not part of this Plat and is shown on said Plat and described herein for illustration and descriptive purposes only). Said easements are sometimes collectively referred to herein as the "Access Road". Each applicable owners shall at all times keep said private Access Road open, clear and unobstructed for the free flow of vehicular and pedestrian traffic. The private Access Road is for the use and benefit of any owner(s) of lots 2, 3, 5, 7, 8, 9 and 10 or any allowable re-subdivisions thereof. With regard to the portion of the easements which runs from Flowers Road to Lot 11 which lies directly adjacent to and east of Green Fields Subdivision (LOT 11, NOT PART OF PLAT), a concurrent, non-exclusive access easement has also been granted for use as and appurtenant to said Lot 11 for the benefit of the owner of Lot 11. The access easement granted and appurtenant to Lot 11 contains certain limitations and restrictions and is subject to a covenant regarding construction, repair and maintenance contributions which, in certain circumstances, will cover a portion of the Access Road repair and maintenance costs. The remainder of the Access Road and easement repair and maintenance cost will be borne by the owners of the Platted Lots Abutting the Road as stated herein. The use of the Access Road is restricted to the owners of lots 2,3,5,7,8,9, and 10, their heirs, successors and assigns, parties in privity with the owners, licensees of owners, and invitees of owners of the Platted Lots Abutting the Road. Each owner, including the owner of Lot 11 in the event there shall be a change in use of the easement by the owner of Lot 11 as described in the agreement regarding Construction and Maintenance (the "Lot 11 Maintenance Agreement") executed of even date with the deed of Lot 11 to its owner, shall share in the continuing maintenance of the Access Road, shall be responsible for damage beyond normal wear and tear to the road or easement arising from the use of that owner or those using the road through connection to that owner. The Architectural Review Committee of the Subdivision may require that a lot owner who is requesting approval of construction plans, improve the road as part of the construction, and pay money into escrow or post a bond to cover damage to the road during construction. Damage to the road during construction of an improvement or an individual lot is to be considered beyond normal wear and tear and should be repaired by the individual lot owner as a part of his or her construction cost. Normal wear and tear shall be addressed when necessary by the lot owners jointly on a prorata basis for each of the Lots Abutting the Road, namely, lots 2, 3, 5, 6, 7, 8, 9 and 10, or any allowable re-subdivisions thereof ("Platted Lots Abutting the Road") and the owner of Lot 11 or any subdivisions thereof in the event there shall be a change in use of the easement by the owner of Lot 11 as described in the Lot 11 Maintenance Agreement. Lots 2, 3, 5, 6, 7, 8, 9 and 10 shall bear 1/8th of the cost and expense initially (and thereafter the owner of each lot in the subdivision shall bear said costs on a prorata basis with each lot bearing an equal portion of the total costs of all lots utilizing the Access Road) of maintaining, repairing and replacing all or any portion of the improvements within said easement, and in the determination thereof of the actual costs shall be made by the owners each having one vote. The term "owner" as used herein shall mean the collective owner(s) of any one lot within the Subdivision and with respect to the Road shall mean those owners of those lots abutting or utilizing (that is having an access easement to) said Road. This covenant shall run with the land and shall be binding on all persons claiming under it. There shall be no vehicle parking within these easements. The Owners abutting or utilizing the Access Road do grant, sell and convey unto each other, subject to the limitations, terms and conditions herein, a perpetual, non-exclusive easement for ingress and egress along the Access Road together with all rights and privileges necessary or convenient for the reasonable enjoyment or use thereof.

18. **SEVERABILITY** — Invalidity of any one of these covenants by judgment or court order shall in no way affect or nullify any of the other provisions which shall remain in full force and effect.

19. **BINDING ON HEIRS, SUCCESSORS AND ASSIGNS**— The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto, their respective successors and assigns.

20. **LOT 11 NOT PART OF PLAT**. Lot 11 as shown on the attached Plat is not part of this Plat and is not subject to the restrictive covenants contained herein except in the event that Lot 11 is subdivided or improvements are placed upon Lot 11 as described in the Agreement Regarding Road Construction and Maintenance attached as Exhibit "A" to the Warranty Deed from Loeb Family Properties, L.L.C. to Arrowhead Ventures, LLC.