

## **Declaration of Covenants, Conditions, and Restrictions**

Declarant imposes the following Covenants, Conditions, and Restrictions ("Covenants") on the Property described as follows "Property"

### **Imposition of Covenants; Enforcement**

- 1) All Owners and other occupants of the Property, by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
- 2) The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
- 3) Each Owner or occupant of any portion of the Property agrees to comply with the Covenants and agree that failure to comply may result in damages, attorney fees, or injunctive relief may subject him to a fine, damages, or injunctive relief. A party prevailing in the enforcement of a violation of these Covenants shall be entitled to recover attorney fees and court costs.
- 4) Declarant shall have the right to amend, alter, or remove these Covenants or so long as Declarant owns any portion of the Property.
- 5) These Covenants shall terminate on January 1, 2030 unless renewed, extended, or modified in a writing recorded in the Official Public Records of Wilson County, executed by Owners of at least twenty (20) acres of the Property.

### **Use and Activities**

- 1) The Property shall be used only for single-family residential purposes only. Single family use consists of use as a dwelling by one or more natural persons who are related by marriage, kinship, or adoption, or by not more than six natural persons who are not related by marriage, kinship, or adoption.
- 2) No building shall be erected, altered, or permitted on the Property to be used as a residence other than one detached single-family dwelling per five (5) contiguous acres of the Property not to exceed two stories in height, with a private attached or detached enclosed garage for a minimum of two automobiles and not more than five automobiles.
- 3) Any residence constructed on the Property must have a ground floor area of not less than 1,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, or garages.
- 4) No more than two residences per eleven acres of the Property is permitted.
- 5) Small suites attached to a single family residence or located behind the main principal residence are permitted no larger than 600 square feet ("Casita") provided that the Casita is occupied by no more than two individuals one of whom is related by marriage, kinship, or adoption to one or more of the residents of the main principal residence; except that a Casita may be occupied on a temporary basis for no longer than 60 days in any calendar period regardless of the relationship of the occupants to the residents of the main principal residence.

    LHH    

Seller

Buyer 1

Buyer 2

- 6) Prefabricated structures are prohibited from being used as a residence on the Property except for a new modular or manufactured home permanently affixed to a concrete base. (Including but not limited to HUD-code manufactured homes).
- 7) No shipping containers may be placed on the Property except that one shipping container per five (5) contiguous acres of the Property is allowed for no longer than 180 consecutive days during any one twelve month period for storage of personal property.
- 8) Travel trailers and recreational vehicles may not be used a dwelling, except as a temporary dwelling for no more than twelve consecutive months during the construction of a site-built home.
- 9) Shipping containers shall not be used as a residence nor used in part as construction materials for any building on the Property.
- 10) No animals, livestock, or poultry shall be raised, bred, or kept on the Property, except that horses, cattle, poultry, cats, and dogs are permitted provided they are not kept, bred, or maintained for commercial purposes unless the acreage owned, leased, or occupied of the Property is a minimum of 20 contiguous acres. Confined feeding operations, feedlots, or concentrated animal feeding operations are prohibited on the Property.
- 11) No professional, business, or commercial activity to which the general public is invited shall be conducted on the Property.
- 12) All vehicles located on the Property not otherwise enclosed in a garage must have current vehicle registration and be operable.
- 13) Building materials shall not be stored on the Property except during the construction or renovation of a residence or structure on the Property.
- 14) Any residence or structure sustaining exterior damage must be repaired on its exterior, if practicable, or demolished and removed, within one (1) year after the damaging event.

Leroy H. Haverlah, Jr.



05/20/2020  
01:29 PM CDT

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Seller – Leroy Haverlah, Jr.

Date

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Buyer 1

Date

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Buyer 2

Date