

ATTACH TO DEED 4.1055 TRACT 9 2.7823
RESTRICTIVE COVENANTS

1. Two or more tracts of land may be combined for use as one building lot, subject to any and all easements and right-of-ways of record.
2. No dwelling shall be permitted, on any tract, having a ground floor area of the main structure, exclusive of one story open porches, garages, breezeways, and basements, of less than 1450 square feet.
3. The roofs of all dwellings, excluding porches, shall have a minimum of a 5:12 roof pitch.
4. All dwellings shall have a permanent, continuous, masonry foundation. Any concrete block foundation shall be mortared for continuity.
5. No dwelling shall be constructed exclusively on pillars or pilings.
6. Construction of any residential dwelling shall be completed within 12 months of beginning of construction.
7. No steel framed structure shall be permitted for use as a dwelling on any tract.
8. All lots must be sodded or seeded immediately after construction of said dwelling is complete.
9. Each lot/tract owner, upon taking title to the property, is responsible for controlling erosion and sediment migration, on and off of their deeded lot(s).
10. No inoperative or unlicensed vehicle(s) shall be stored on any lot.
11. No structure of a temporary character, ie; no permanent foundation (including but not limited to: trailers, mobile homes, tents, shacks, or sheds) shall be used upon any tract at any time as a residence, either temporarily or permanently.
12. No noxious, offensive trade, or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood except that which is customary in an agricultural practice.
13. No person shall cause any unreasonable loud noise (except for security devices) anywhere on their property, nor shall any person permit or engage in any activity, practice, or behavior for the purpose of causing annoyance, discomfort, or disturbance to any person lawfully present on any portion of their property except that which is customary in an agricultural practice.

14. Any domestic pet shall be permitted, if confined to the lot(s) occupied by the owner of the pet. No pet may be kept, bred, or maintained for commercial or breeding purposes.
15. No swine or poultry shall be permitted on any lot.
16. Open ditches, perimeter drain lines, and stormwater drains shall be maintained in equal interest by the parties using said drains. Ditches and drains shall be maintained so as to be clear of trees, shrubbery, debris, or any structure that can result in damage or blockage of said ditch or drains.
17. Shrubberty, trees, or permanent structures shall not be constructed or placed within the private access drive or any platted easement.
18. No tree or shrub shall be placed on the 4.1055 acre tract within 50 feet it's Southern or Eastern boundary line.
19. No tree of shrub placed on the 4.1055 acre tract shall exceed 30 feet in height.
20. No fence, with a height exceeding 6 feet, shall be permitted on any tract/lot. No fence of an opaque nature shall be permitted on any tract/lot, with the exception of privacy fences around the immediate perimeter of a swimming pool or pool patio.

Maintenance Agreement for Private Access Drive:

The owners of the private access drive shall share maintenance cost including such expenses as resurfacing, snow removal, ditching, culvert repair and replacement, shrub and brush control, and mowing.

These maintenance costs shall be shared in the following manner: Each land owner, having a right to use said drive, shall share the cost, only for the length of the drive connecting their residence's driveway to the public road, within the platted access drive. Each owner shall have the sole discretion, or by shared agreement, to improve the access drive with blacktop or other material to their residence's driveway, with each owner sharing the maintenance cost thereafter.

Utilities may be located on or along the access easement but the cost of location of the utilities and the maintenance of same shall be the responsibility of the parties serviced by the utilities.

In the event the driveway is damaged by any party, the land owner whose usage resulted in such damages shall pay for the damages and make repairs within thirty (30) days, weather permitting.

If damage occurs during construction of a dwelling or accessory structure, the shared portion of the drive must be brought back to original condition prior to said damage, after completion of construction, by the land owner whose usage resulted in such damage.

This agreement shall be a perpetual covenant running with the access tract to said lots.