

## RESTRICTIVE COVENANTS:

The above real estate shall be subject to and must meet the following protective covenant which shall run with the land and remain binding on all parties and persons claiming under them. Should any party hereto, their heirs or assigns violate or attempt to violate any protective covenant herein, it shall be lawful for any person or persons holding any interest in any part of Subdivision to prosecute any proceedings at law or in equity against said person or persons violating or attempting to violate the protective covenant and either to prevent said person or persons from so doing or to recover damages for such violations. The prevailing party in litigation shall receive its reasonable attorney fees and costs from the non-prevailing party.

Said restrictions, conditions, and protective covenants, being a part of said plat, are as follows:

1. Each lot shall be used for owner-occupied residential purposes only.
2. All utilities are to be installed and remain underground.
3. All dwellings and structures are to meet all state and local building codes.
4. All materials used in construction must meet or exceed FHA requirements.
5. No dwelling or accessory building shall have exposed on its exterior any concrete or cinder blocks, asbestos, tile, paper, or asphalt siding.
6. Any and all buildings not attached to the dwelling must use the same approved roof and siding materials of the existing structure and not distract from the overall appearance of the dwelling.
7. No lot shall be subdivided by the owner or owners for the purpose of creating two (2) or more lots.
8. No natural water or drainage course or surface drainage course shall be altered so as to adversely affect any adjoining lot or lots. The maintenance of waterways across lots shall be at the owner's expense.
9. No dwelling or accessory building shall be located on any lot nearer to the lot line shown on the plat or nearer than ten (10) feet to the interior lot line except that if two (2) or more adjoining lots are owned by the same individual or individuals, a building may be placed across the common interior lot line so long as such building does not cross or interfere with an existing or platted easement.
10. No lot shall be used or maintained as a dumping ground for rubbish, nor may garbage or rubbish be buried on such lots. Rubbish, garbage, and other waste shall be kept in sanitary containers and removed from the premises within a reasonable time. Improper disposal of any toxic substance is prohibited.
11. Owners of dwelling(s) shall be required to maintain their dwelling(s) and lot(s) at their own expense and shall be required to keep their dwelling(s), and lot(s) in good appearance, at all times. This includes keeping the lot(s) in a clean and uncluttered manner, with weeds and grass to be cut as necessary, including vacant lots.

12. No vehicles shall be parked on the street or in the lawn between dwelling and street and the owner of any lot shall provide adequate off-street parking facilities for the vehicles of all occupants and guests of each residence.

13. All trash shall be kept in sanitary containers and out of sight and under cover except on days of trash collection. All equipment and containers for the storage or disposal of such material shall be kept in a clean, sanitary, and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees and trees felled due to construction. No yard incinerator for the disposal and burning of trash is permitted.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on said lot, except that dogs, cats, or other normally recognized household pets may be kept provided, that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance or interfere with the used by other owners of their lots.

15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. The keeping of poultry, cows, goats, hogs, horses, or livestock of any nature is strictly prohibited. Dogs and cats shall be permitted at each residence.

16. All lot owners shall take steps necessary to prevent erosion of the soil of his/her lot(s). All areas designed for drainage located along side and rear lot lines shall be preserved and not obstructed.

17. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. Fuel storage tanks (above and below ground) are prohibited.

18. On a corner lot nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede vision between a height of 2-½ and 10 feet above the centerline grades of the intersecting streets, in the area bounded by the street right-of-way lines of the corner lot and a line joining two points on the street right-of-way lines 35 feet from the point of their intersection.

19. Barbed wire and above ground electric fences are prohibited. Split-rail or any other decorative fence is allowed. However, fencing shall be sighted, oriented, and landscaped to produce harmonious relationship of buildings and grounds to adjacent buildings and property.

20. The erection of signs is prohibited. No sign of any kind shall be displayed on any lot except for one sign of not more than five square feet advertising the property for sale. All signs must be of professional quality.

21. CAFO (concentrated animal feeding operation) is prohibited on lots.

22. The collection of refuse such as unlicensed vehicles, vehicle(s) that are unable to move under own power, stoves, refrigerators, miscellaneous parts, etc. are prohibited. Any person's property that appears unkept or unsightly is in violation of this Covenant.

23. Not more than one (1) house can be built on any one (1) lot.

24. Residents who own motor homes, camping trailers and boats should park or store such in a manner as not to distract from the total visual impression and environment which is consistent with the environment of the neighborhood.

25. Five (5%) percent of the width of the lot(s) must be retained in grass next to the adjoining property line on either side, and front and back of lot(s).

26. All Lots are subject to any and all easements, as shown on the plat.

27. In addition to the rights granted in paragraph 28 below, for the first three (3) years after purchase by owner of the lot and improvements, the Developer retains the option to repurchase any lot, including improvements, if any, from the owner of the lot and improvements, in the event the owner determines to sell the lot. The purchase price shall be equal to the sales price of the lot (including improvements, if any), at the time the Developer sold the lot to the owner. The owner must indicate in writing to the Developer the owner's intent to sell the lot and improvements. The Developer shall have the right to exercise the option to repurchase the lot and improvements for a period of seven (7) days after receipt of written notice of intent to sell. At the expiration of the seven (7) days, the option to repurchase shall expire.

28. After the expiration of the three (3) year option period to purchase stated in paragraph 27 above, the Developer has the right of first refusal for the next five (5) years for purchase of any lot (including improvements, if any) from the owner of the lot, in the event the owner determines to sell the lot. Developer shall have the right of first refusal to meet any bona fide offer for purchase received by the owner for the sale of owner's lot. Upon receipt of the bona fide written offer for purchase, the owner shall convey in writing a true and accurate copy of such offer to Developer who shall have seven (7) days after receipt of offer to give notice to the owner of Developer's intention to meet the offer to purchase. If Developer does not act within seven (7) days, then the owner may proceed to sell to the offeror.