

EXHIBIT (*)**

RESTRICTIONS

Definitions

“Covenants” means the covenants, conditions, and restrictions contained herein.

“Grantor” means the Grantor named above, and any successor that acquires all unimproved Lots owned by Grantor for the purpose of development and is named as successor in a recorded document.

“Owner” means ever record owner of a fee interest in a the Property.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one Lot.

“Single Family” means a group of individuals related by blood, adoption, or marriage or no more than two unrelated roommates.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, swimming pool, outbuilding, or recreational equipment.

“Property” means the Property covered by this Declaration and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other similar item, whether self-propelled or towed.

A. Use and Activities

1. *Prohibited Activities.* Prohibited activities are –
 - a. any activity that is otherwise prohibited by the Governing Documents;
 - b. any illegal activity;
 - c. any nuisance, noxious or offensive activity or trade;
 - d. any dumping of rubbish;
 - e. any wrecking yard, junk yard or feedlot of any kind or character;
 - f. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. Vehicles for mor than a 24 hour time period, except Vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - g. on-street parking of Vehicles, excluding deliveries and excluding guest vehicles parked on the street for no more than 24 hours;
 - h. any exploration or extraction of minerals;

- i. any keeping or raising of any livestock animals in excess of one (1) livestock animal per acre, except for common domesticated household pets, such as dogs and cats, not to exceed five (5) per household confined to a fenced yard or within the Residence, and the keeping, breeding or maintaining of domesticated household pets for commercial purposes;
- j. any commercial or professional activity except reasonable home office use;
- k. the renting of a portion of a Residence or Structure (the renting of a whole residence or Structure is permitted, but not a portion of a Residence or Structure);
- l. the drying of clothes in a manner that is visible from any street;
- m. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Governing Documents;
- n. installing a mobile home, manufactured home, manufactured housing, motor home, recreational vehicle (RV), or house trailer on the Property, however, an RV may be permitted on the Property during construction of a permanent residence for up to twelve (12) months;
- o. moving a previously constructed house onto the Property;
- p. interfering with a drainage pattern without Grantor approval; and
- q. occupying a Structure that does not comply with the construction standards of a Residence.
- r. No pigs shall be allowed on the Property.

B. Construction and Maintenance Standards

1. *Lots*

- a. Any owners of any portion of the Property must keep the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Property. Further Restrictions from those set forth in these restrictions may be established by the Grantor and will be available to any Owner upon request.
- b. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,500 square feet.
- c. *Storage Buildings.* No old or dilapidated storage buildings may be moved onto the property.
- d. *Site-Built Homes.* All homes must be site-built homes. Recreational Vehicles (RV's), Trailer Houses, Modular or Prefabricated homes are not allowed, with the exception of being allowed for twelve (12) months during the construction of a Residence.
- e. *New Materials.* All homes must be made entirely of new materials for the exterior portions.

- f. *Fences.* All fences must be built to industry standards.

C. Remedial Rights

1. *Judicial Enforcement.* Grantor or an Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Document.

2. *Costs, Attorney's Fees, and Expenses.* An Owner that violated the Governing Documents is liable to the Owner or Grantor bringing an action to enforce the Governing Documents for all costs and reasonable attorney's fees incurred in enforcing the Governing Documents.

D. General Provisions

1. *Term.* These Restrictions run with the land and are binding for a term of 25 years.

2. *No Waiver.* Failure by the Grantor or the other Owners to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Grantor reserves the right to correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration.

4. Grantee is intending to subdivide the Property, and may add additional Restrictions to each subdivided lot/tract.