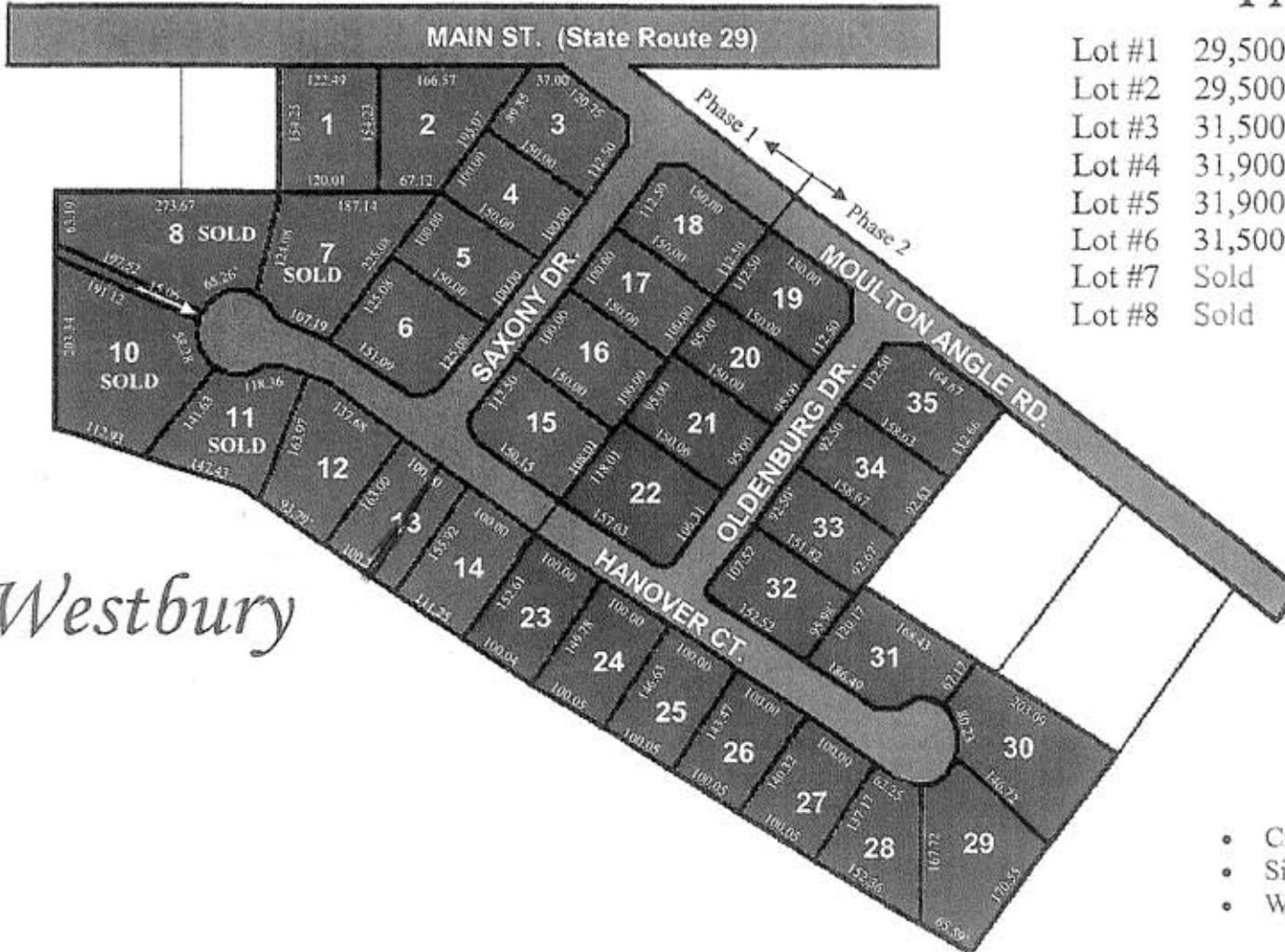


WESTPHALIA ESTATES

New Knoxville, Ohio

Phase 1



Lot #1	29,500	Lot #10	Sold
Lot #2	29,500	Lot #11	Sold
Lot #3	31,500	Lot #12	46,000
Lot #4	31,900	Lot #12 ^{1/2}	46,000
Lot #5	31,900	Lot #13	46,000
Lot #6	31,500	Lot #14	Sold
Lot #7	Sold	Lot #15	31,500
Lot #8	Sold	Lot #16	31,900
		Lot #17	31,900
		Lot #18	31,500

- City Utilities
- Single & Multi Family lots
- Walking Trail

WESTPHALIA ESTATES

LOTS LOCATED IN THE VILLAGE OF NEW KNOXVILLE, OHIO

LOT #1	\$ 29,500.00
LOT #2	\$ 29,500.00
LOT #3	\$ 31,500.00
LOT #4	\$ 31,900.00
LOT #5	\$ 31,900.00
LOT #6	\$ 31,500.00
LOT #7	SOLD
LOT #8	SOLD
LOT #10	SOLD
LOT #11	SOLD
LOT #12	\$ 46,000.00
LOT #12 ½	\$ 46,000.00
LOT #13	\$ 46,000.00
LOT #14	SOLD
LOT #15	\$ 31,500.00
LOT #16	\$ 31,900.00
LOT #17	\$ 31,900.00
LOT #18	\$ 31,500.00

For additional information and clarification please contact Todd Weigandt – Broker, Weigandt Real Estate, Ltd.

1
2 THE _____ SUBDIVISION
3 VILLAGE OF NEW KNOXVILLE, OHIO
4 RESTRICTIONS, COVENANTS AND CONDITIONS
5

6 **Definitions:**

7 **Committee:** The Committee shall be Westbury Limited (Developer) and the New Knoxville
8 Community Improvement Corporation (CIC), each having one equal vote. The Committee
9 shall continue until such Committee elects (by written instrument duly recorded in the
10 Recorder's Office of Auglaize County, Ohio) to terminate its control as the Committee. After
11 Westbury Limited and the New Knoxville CIC's control of the Committee has been terminated,
12 the then record owners of the lots in the Subdivision shall have the power, by majority vote, to
13 change the membership of the Committee or to remove the members of the Committee, and
14 to appoint members to fill existing or available vacancies on the Committee. Each lot with a
15 single family dwelling as currently exists or as created in the future and each dwelling unit
16 within a condominium shall have one vote. The Committee shall then be composed of not
less than three and not more than five members.

17 Any Committee member may step down at anytime with the subsequent vacancy filled by
18 majority vote of the record owners of the Subdivision. A majority of the then current members
19 of the Committee may, from time to time, designate one or more representatives (who need
20 not be members of the Committee) to act for it. Neither the members of the Committee, nor
21 any representative designated to act for the Committee, shall be entitled to any compensation
22 for services rendered or performed pursuant to the provisions of this Declaration.

23 **Committee Approval:** No building, fence, wall, drainage improvement, utility connection, or
24 other improvement shall be changed, commenced or erected or maintained upon any lot in
25 the Subdivision, nor shall any exterior addition, change, alteration or restoration of or to the
26 same be made until the construction plans and specifications showing the nature, kind, shape,
27 size, height, material, colors, and location of the same in adequate detail as required by the
28 Committee shall have been submitted to and approved in writing by the Committee as to
29 harmony of external design, construction, and location in relation to existing or proposed
30 surrounding structures and topography and as to the general suitability of such construction or
31 landscaping with other construction in the Subdivision and as to the relative value and quality
32 of such improvements. Approval by the Committee shall be arrived at by a simple majority
33 vote of the members.

34 In the event the Committee shall fail to approve or disapprove any construction plans and
35 specifications or landscaping plan within thirty (30) days after the same shall have been
36 submitted to it, then such approval will be deemed to have been given.

37 The Committee shall be permitted to make reasonable change for the review of such plans
38 and specifications. Any approval obtained hereunder, whether by default or otherwise, shall
39 be null and void unless construction is commenced within 180 days after the date of approval
40 or date of original sale, whichever occurs later.

41 The Committee may establish rules consistent with the standards set forth herein to govern
42 the construction of any improvements, landscaping, additions or changes on units in the
43 Subdivision.

44 **Living Area:** The Living Area shall be the total horizontal floor area (square feet) suitable
45 for year round living, inclusive of exterior and interior wall thickness. Floor area shall not
46 include cellars, basements; elevator and stair bulkheads; attic space; terraces; breezeways;
47 patios; open porches; enclosed unheated porches; entrance steps and garages.

48 Measurements of the floor area shall be taken to the outside of the exterior foundation.



1 1. THE PLANS FOR ALL RESIDENTIAL DWELLINGS ARE SUBJECT TO THE APPROVAL
2 OF THE COMMITTEE.

3 THE LIVING AREA OF A ONE-STORY SINGLE FAMILY RESIDENCE SHALL NOT BE LESS
4 THAN 1,450 SQUARE FEET, AND IN THE CASE OF ANY RESIDENCE OF MORE THAN
5 ONE STORY, THE REQUIREMENTS AS TO LIVING AREA SHALL NOT BE LESS THAN
6 1,850 SQUARE FEET FOR BOTH STORIES. NO RESIDENCE SHALL EXCEED TWO AND
7 ONE-HALF STORIES IN HEIGHT.

8 THE LIVING AREA OF EACH UNIT OF A SINGLE STORY MULTI-FAMILY RESIDENCE
9 SHALL NOT BE LESS THAN 950 SQUARE FEET, AND IN THE CASE OF ANY RESIDENCE
10 OF MORE THAN ONE STORY, THE REQUIREMENTS AS TO LIVING AREA OF EACH UNIT
11 SHALL NOT BE LESS THAN 1,200 SQUARE FEET FOR BOTH STORIES. NO RESIDENCE
12 SHALL EXCEED TWO AND ONE-HALF STORIES IN HEIGHT.

13 ALL SINGLE-FAMILY DWELLING UNITS AND EACH UNIT OF A MULTI-FAMILY DWELLING
14 SHALL HAVE AT LEAST A TWO-CAR GARAGE WITH A MINIMUM OF 480 SQUARE FEET IN
15 SAID GARAGE. NO GARAGE MAY BE GREATER IN HEIGHT OR NUMBER OF STORIES
16 THAN THE RESIDENCE FOR WHICH IT IS BUILT. ALL GARAGES SHALL BE ATTACHED
17 TO THE MAIN STRUCTURE.

18 ALL DRIVEWAYS MUST BE CONCRETE, MUST BE A MINIMUM OF EIGHTEEN (18) FEET
19 WIDE, AND MUST BE COMPLETED WITHIN TWELVE (12) MONTHS FROM
20 COMMENCEMENT OF THE DWELLING CONSTRUCTION.

21
22 2. ALL DWELLINGS MUST BE COMPLETED WITHIN ONE YEAR OF COMMENCEMENT OF
23 CONSTRUCTION. LAWNS MUST BE DEVELOPED AROUND THE RESIDENCE AND MUST
24 BE SOWN WITHIN 7 MONTHS AFTER COMPLETION OF THE RESIDENCE.

25
26 3. ALL DWELLINGS ERECTED ON SAID LOTS, AND USE OF SAID LOTS SHALL
27 CONFORM TO THE R-2 ZONING ORDINANCES OF THE VILLAGE OF NEW KNOXVILLE,
28 OHIO.

29
30 4. NO ABOVE GROUND SWIMMING OR WADING POOLS SHALL BE PERMITTED ON ANY
31 LOT EXCEPT FOR ONE WADING POOL NOT TO EXCEED 49 SQUARE FEET AND SHALL
32 NOT EXCEED 16 INCHES IN HEIGHT.

33
34 5. NO RADIO OR TELEVISION SIGNALS NOR ANY OTHER FORM OF
35 ELECTROMAGNETIC RADIATION SHALL BE PERMITTED TO ORIGINATE FROM ANY LOT
36 WHICH MAY UNREASONABLY INTERFERE WITH RECEPTION OF TELEVISION OR RADIO
37 SIGNALS UPON ANY OTHER LOT. THE USE OF SOLAR PANELS SHALL BE PERMITTED
38 WHEN PLACEMENT AND DESIGN ARE PART OF THE ARCHITECTURAL CHARACTER OF
39 THE STRUCTURE AS APPROVED BY THE COMMITTEE.

40
41 6. A PERSON OR PERSONS BUYING A LOT FOR INVESTMENT OR FOR FUTURE
42 BUILDING MUST KEEP THE GRASS CUT AND MAINTAIN THE LOT IN A PRESENTABLE
43 MANNER.

44
45 7. RESIDENTIAL USE: ALL LOTS SHALL BE USED ONLY FOR RESIDENTIAL DWELLINGS
46 AND USES CUSTOMARILY INCIDENTAL THERETO, AND FOR NO OTHER PURPOSE. NO
47 BUSINESS OR COMMERCIAL BUILDING MAY BE ERECTED ON ANY LOT AND NO
48 BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF, EXCEPT FOR USE BY
49 DEVELOPER IN CONNECTION WITH THE SALE OF LOTS IN THE DEVELOPMENT.

1 NOTWITHSTANDING THE FOREGOING, AN OCCUPANT MAINTAINING A PERSONAL OR
2 PROFESSIONAL LIBRARY KEEPING PERSONAL BUSINESS OR PROFESSIONAL
3 RECORDS OR ACCOUNTS, CONDUCTING PERSONAL BUSINESS (PROVIDED THAT
4 SUCH DOES NOT INVOLVE CUSTOMERS, MORE THAN ONE EMPLOYEE, LICENSEES OR
5 INVITEES COMING TO THE RESIDENCE), MAKING PROFESSIONAL TELEPHONE CALLS
6 OR CORRESPONDING, IN OR FROM A RESIDENCE, IS ENGAGING IN A USE EXPRESSLY
7 DECLARED CUSTOMARILY INCIDENTAL TO RESIDENTIAL USE AND IS NOT IN
8 VIOLATION OF THIS DECLARATION.
9

10 8. TEMPORARY STRUCTURES: NO STRUCTURE OR OBJECT OF TEMPORARY
11 CHARACTER SUCH AS, BUT NOT LIMITED TO, HOUSE TRAILERS, VANS, TENTS,
12 SHACKS, DOG HOUSES, OR SHEDS SHALL BE CONSTRUCTED, ERECTED, KEPT OR
13 MAINTAINED ON ANY LOT. THIS RESTRICTION SHALL NOT APPLY TO TEMPORARY
14 STRUCTURES USED BY THE RESIDENTIAL DEVELOPER OR WITH THE RESIDENTIAL
15 DEVELOPER'S CONSENT FOR DEVELOPMENT, CONSTRUCTION OR SALE OF THE
16 LOTS, NOR TO TEMPORARY STRUCTURES SUCH AS TENTS, CANOPIES OR AWNINGS
17 ERECTED FOR SPECIAL EVENTS, PROVIDED THAT SUCH STRUCTURES ARE REMOVED
18 WITHIN 72 HOURS AND OTHERWISE COMPLY WITH THE COMMUNITY STANDARD, NOR
19 TO TEMPORARY CONSTRUCTION TRAILERS USED BY BUILDERS IN THE COURSE OF
20 CONSTRUCTION OF IMPROVEMENTS.
21

22 9. NUISANCES: NO USE OR PRACTICE WHICH IS EITHER AN ANNOYANCE OR AN
23 INTERFERENCE WITH THE PEACEFUL POSSESSION AND PROPER USE OF ANY LOT BY
24 ITS OWNER(S) OR WHICH MAY BECOME AN ANNOYANCE OR OTHER NUISANCE SHALL
25 BE ALLOWED. NO OWNER(S) OF ANY LOT SHALL COMMIT OR PERMIT ANY NUISANCE
26 OR ANY ILLEGAL ACTIVITY IN OR ABOUT THE DEVELOPMENT. NO PLANT, ANIMAL,
27 DEVICE OR THING SHALL BE KEPT OR MAINTAINED, WHOSE NORMAL ACTIVITIES OR
28 EXISTENCE IS IN ANY WAY CONSIDERED NOXIOUS, DANGEROUS, UNSIGHTLY,
29 UNPLEASANT, OR OF A NATURE WHICH MAY DIMINISH OR DESTROY THE ENJOYMENT
30 OF LOTS BY THE OWNERS OR OCCUPANTS THEREOF.
31

32 10. UTILITY CONNECTIONS: PERMANENT BUILDING CONNECTIONS FOR ALL
33 UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, GAS, TELEPHONE
34 AND CABLE, SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING
35 POINTS TO THE BUILDING STRUCTURE, IN SUCH A MANNER TO BE CONSISTENT WITH
36 GOVERNMENTAL REQUIREMENTS AND ACCEPTABLE TO THE COMMITTEE.
37

38 11. PETS: OWNERS MAY KEEP COMPANION PETS SUCH AS BIRDS, DOMESTICATED
39 CATS, FISH, DOGS, AND OTHER SMALL MAMMALS. OWNERS MAY NOT KEEP A
40 NUMBER OF PETS WHICH THE COMMITTEE, IN HIS SOLE AND ABSOLUTE DISCRETION,
41 SHALL DEEM EXCESSIVE. NO LOT OWNER MAY KEEP EXOTIC CATS, HORSES,
42 POTBELLY PIG, FOWL, REPTILES, OBNOXIOUS, VICIOUS OR DANGEROUS ANIMALS,
43 FARM LIVESTOCK OR ZOO-TYPE ANIMALS ON ANY LOT. PETS MUST BE KEPT UNDER
44 CONTROL. OWNERS ARE RESPONSIBLE FOR THEIR PETS AT ALL TIMES.

45 PETS SHALL NOT BE PERMITTED TO MAKE NOISE FOR EXTENDED PERIODS OF TIME
46 OR TO RUMMAGE THROUGH REFUSE, SUCH ACTIONS BEING DEEMED A NUISANCE.
47 THE OWNER OF ANY PET SHALL REMOVE AND PROPERLY DISPOSE OF ITS PET'S
48 WASTE FROM THE LOT. FAILURE TO REMOVE AND DISPOSE OF A PET'S WASTE
49 MATERIAL SHALL BE DEEMED A NUISANCE.
50

1 12. FENCES: NO FENCE, WALL OR BARRIER OF ANY KIND (INCLUDING SHRUBBERY
2 AND HEDGES) MAY BE ERECTED, EXCEPT AS MAY BE APPROVED BY THE
3 COMMITTEE.
4

5 13. ANTENNAE: NO RADIO, TELEVISION, OR OTHER ELECTRONIC ANTENNAE OR
6 AERIAL MAY BE ERECTED OR MAINTAINED ON ANY LOT OR THE EXTERIOR OF ANY
7 IMPROVEMENT, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMMITTEE.
8 SATELLITE DISHES ARE ALLOWED ONLY IF SMALLER THAN 36" IN DIAMETER.
9

10 14. SUBDIVISION OF LOTS: NO LOT SHALL BE SUBDIVIDED OR PROPERTY LINES
11 ALTERED IN ANY MANNER, EXCEPT AS MAY BE APPROVED IN WRITING BY THE
12 COMMITTEE, AND IN ACCORDANCE WITH VILLAGE OF NEW KNOXVILLE ZONING,
13 SUBDIVISION, AND ZERO LOT LINE ORDINANCES. A SINGLE LOT MAY BE COMBINED
14 WITH ANOTHER LOT OR PORTION THEREOF, TO FORM A LARGER LOT, WITH PRIOR
15 WRITTEN APPROVAL OF THE COMMITTEE, AND IN ACCORDANCE WITH VILLAGE OF
16 NEW KNOXVILLE ZONING, AND SUBDIVISION ORDINANCES.
17

18 15. MINERAL EXPLORATION: NO LOT SHALL BE USED IN ANY MANNER TO EXPLORE
19 FOR, USE, OR EXPLOIT COMMERCIAL ANY WATER, OIL, OR OTHER
20 HYDROCARBONS, MINERALS OF ANY KIND, GRAVEL, EARTH, SOIL, OR ANY OTHER
21 SUBSTANCE LOCATED ON OR UNDER THE GROUND.
22

23 16. MACHINERY AND EQUIPMENT: NO COMMERCIAL MACHINERY OR EQUIPMENT OF
24 ANY KIND SHALL BE PLACED, OPERATED OR MAINTAINED UPON ANY LOT, EXCEPT
25 SUCH MACHINERY OR EQUIPMENT REASONABLY NECESSARY FOR USE IN
26 CONNECTION WITH MAINTENANCE OR CONSTRUCTION OF IMPROVEMENTS ON THE
27 LOT.
28

29 17. VEHICLES, TRAILERS, BOATS AND MOTOR HOMES: NO MOTOR VEHICLE MAY BE
30 LEFT ON ANY LOT (EXCEPT IF STORED IN A FULLY ENCLOSED GARAGE) FOR A
31 PERIOD LONGER THAN TWO (2) DAYS IN A CONDITION SUCH THAT IT IS INCAPABLE OF
32 BEING OPERATED, AFTER WHICH TIME THE VEHICLE SHALL BE CONSIDERED AS A
33 NUISANCE AND MUST BE REMOVED FROM THE LOT.

34 NO MOTOR VEHICLE, TRAILER, BOAT, MOTOR HOME, OR MOBILE HOME MAY BE KEPT
35 OR STORED ON ANY UNPAVED AREA OF THE LOT. NO TRUCK, TRAILER, BOAT,
36 MOTOR HOME, OR MOBILE HOME MAY BE KEPT OR STORED ON ANY PORTION OF ANY
37 LOT FOR PERIODS LONGER THAN 24 HOURS, UNLESS STORED WITHIN A FULLY
38 ENCLOSED GARAGE. NO COMMERCIAL VEHICLES MAY BE PARKED, STORED OR
39 TEMPORARILY KEPT ON ANY LOT (EXCEPT WHEN IN A FULLY ENCLOSED GARAGE) OR
40 ON ANY STREET IN THE SUBDIVISION, EXCEPT TEMPORARILY TO SERVICE EXISTING
41 IMPROVEMENTS, OR TO BE USED IN CONNECTION WITH CONSTRUCTION OF
42 IMPROVEMENTS ON THE LOT. THE DOORS OF GARAGES HOUSING TRUCKS,
43 TRAILERS, BOATS, MOTOR HOMES, OR MOBILE HOME SHALL BE CLOSED AT ALL
44 TIMES EXCEPT FOR ACTUAL ENTRY OR EXIT.
45

1 18. SIGNS: NO SIGN OR BILLBOARD OF ANY KIND OR NATURE, INCLUDING, BUT NOT
2 LIMITED TO, COMMERCIAL AND SIMILAR SIGNS, WHETHER PERMANENT OR
3 TEMPORARY, SHALL BE ERECTED OR MAINTAINED ON ANY LOT, EXCEPT SIGNS
4 REQUIRED AS A MATTER OF LAW, SIGNS APPROVED BY THE COMMITTEE AND
5 ORDINARY SIGNS WHICH OFFER REAL ESTATE FOR SALE AND WHICH ARE LOCATED
6 IN THE FRONT YARD OF ANY LOT (DEFINED TO MEAN THAT PORTION OF A LOT
7 LOCATED BETWEEN THE PUBLIC STREET AND FRONT BUILDING SETBACK LINE AS
8 DEPICTED ON THE APPLICABLE PLAT, OR, IF NOT SO DEPICTED, THIRTY (30) FEET
9 FROM SUCH PUBLIC STREET RIGHT-OF-WAY).

10
11 19. LOT MAINTENANCE: EACH LOT OWNER SHALL FURNISH AND BE RESPONSIBLE
12 FOR, AT SUCH OWNER'S EXPENSE, ALL MAINTENANCE AND REPAIR OF ALL
13 IMPROVEMENTS ON THE LOT, INCLUDING THE DWELLING AND ANY OTHER
14 STRUCTURES THEREON, LANDSCAPING, FERTILIZATION AND MOWING OF THE
15 GRASS, TRIMMING OF TREES, SHRUBS AND OTHER VEGETATION, DEAD LEAF
16 REMOVAL AND SNOW REMOVAL, SO AS TO MAINTAIN THE DWELLING AND THE LOT IN
17 A HIGH-QUALITY STATE OF APPEARANCE AT ALL TIMES. GRASS SHALL BE KEPT
18 MOWED. DEAD, DISEASED, OR DAMAGED TREES WHICH MIGHT CREATE A HAZARD
19 TO PROPERTY OR PERSONS ON ANY LOT OR ADJACENT LOT, SHALL BE PROMPTLY
20 REMOVED OR REPAIRED. EACH LOT OWNER SHALL BE REQUIRED TO PLANT TREES.
21 NO TREES OR SHRUBS SHALL BE PLANTED IN THE TREE LAWN BETWEEN THE
22 SIDEWALKS AND STREETS. NO TREE, SHRUB, OR PLANTING SHALL BE PERMITTED
23 WHICH OBSTRUCTS A CLEAR VIEW OF INTERSECTIONS. OUTSIDE MECHANICAL
24 EQUIPMENT SHALL BE PLACED ON THE SIDE OR REAR OF A HOME. MECHANICAL
25 EQUIPMENT ON THE SIDE OF A HOME SHALL BE CONCEALED BY MEANS OF A
26 SCREENING WALL OR BY SUFFICIENT LANDSCAPING TO PROVIDE A PERMANENT
27 SCREEN AT ALL TIMES OF THE YEAR.

28
29 20. TRASH: NO TRASH OR OTHER REFUSE SHALL BE DUMPED ON ANY VACANT LOT,
30 WHETHER DURING CONSTRUCTION OR SUBSEQUENT THERETO. ANY DUMPING
31 WHICH MAY OCCUR MAY BE CLEANED OFF BY THE DEVELOPER OR THE VILLAGE OF
32 NEW KNOXVILLE AND THE COST THEREOF PLUS AN OVERHEAD ADMINISTRATIVE FEE
33 SHALL BE ASSESSED AGAINST THE LOT OWNER, THE OFFENDER AND/OR THE LOT
34 FROM WHICH THE CONTRACTOR OR SUBCONTRACTOR HAS MOVED THE DEBRIS.
35 TRASH, REFUSE OR WASTE MATERIALS SHALL NOT BE BURNED ON ANY LOT.

36 REFUSE CONTAINERS: TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN AN
37 ENCLOSED AREA. TRASH AND GARBAGE CONTAINERS SHALL NOT BE PERMITTED TO
38 REMAIN OUTSIDE EXCEPT TWELVE HOURS PRIOR TO TRASH COLLECTION.

39
40 21. RESPONSIBILITIES OF BUILDERS: EACH BUILDER WHO OWNS A LOT SHALL HAVE
41 THE RESPONSIBILITY FOR MAINTENANCE AS DO OWNERS OF LOTS AS SET FORTH
42 ABOVE.
43



1 22. INCLUSION: THESE CONDITIONS, LIMITATIONS AND RESTRICTIONS SET FORTH
2 HEREIN SHALL BE CONSIDERED PART OF ANY CONTRACT, DEED, LEASE OR
3 INSTRUMENT RELATING TO ANY LOT IN THE SUBDIVISION WITHOUT BEING
4 INCORPORATED THEREIN, AND THE ACCEPTANCE OF ANY CONTRACT, DEED, LEASE
5 OR INSTRUMENT RELATING TO ANY LOT IN THE SUBDIVISION SHALL OPERATE AS A
6 COVENANT TO USE THE PREMISES IN CONFORMITY WITH THE CONDITIONS,
7 LIMITATIONS AND RESTRICTIONS HEREIN SET FORTH WHICH ARE FOR THE USE AND
8 BENEFIT OF EVERY PERSON WHO SHALL OR MAY BECOME THE OWNER OF OR HAVE
9 ANY TITLE TO ANY LOT LOCATED IN THE SUBDIVISION.

10
11 23. CHANGES: THE FOREGOING RESERVATIONS, RESTRICTIONS, CONDITIONS,
12 COVENANTS, OBLIGATIONS AND CHARGES MAY BE CHANGED, MODIFIED, ALTERED,
13 AMENDED OR ANNULLED AT ANY TIME UPON THE ACTION, IN WRITING, OF THE
14 OWNERS OF THREE-FOURTHS MAJORITY OF THE LOTS.

15
16 24. LEGALITY: SHOULD ANY ONE OR MORE OF THE FOREGOING RESTRICTIONS,
17 COVENANTS OR CONDITIONS AT ANY TIME IN THE FUTURE BE HELD TO BE ILLEGAL,
18 VOID OR UNENFORCEABLE, SUCH FACT SHALL NOT IN ANY WAY IMPAIR THE VALIDITY
19 OF ANY OF THE OTHER RESTRICTIONS, COVENANTS OR CONDITIONS, ALL OF WHICH
20 SHALL REMAIN IN FULL FORCE AND EFFECT.

21
22 25. DURATION: THE FOREGOING RESTRICTIONS, COVENANTS AND CONDITIONS
23 SHALL RUN WITH AND BIND THE LOTS IN THE SUBDIVISION AND SHALL ENSURE TO
24 THE BENEFIT OF AND BE ENFORCEABLE AS PROVIDED HEREIN FOR AN INITIAL TERM
25 OF THIRTY (30) YEARS FROM THE DATE THAT THIS PLAT IS RECORDED. THE
26 RESTRICTIONS, COVENANTS AND CONDITIONS HEREOF SHALL AUTOMATICALLY BE
27 EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS THEY ARE
28 TERMINATED BY A THREE-FOURTHS MAJORITY VOTE OF THE LOT OWNERS WITHIN
29 THE SUBDIVISION.

30
31 26. INTERPRETATION: FINAL INTERPRETATION OF ANY RESTRICTION, COVENANT OR
32 CONDITION SHALL BE DETERMINED BY THE COMMITTEE.

33
34 27. MINIMUM ARCHITECTURAL GUIDELINES: THE MINIMUM ROOF PITCH SHALL BE
35 5/12 FOR THE MAIN ROOF STRUCTURE. ALL LOTS MUST HAVE CONCRETE
36 SIDEWALKS AT LEAST FOUR FEET IN WIDTH. ALL EXTERIOR BUILDING MATERIALS
37 AND COLORS SHOULD COMPLEMENT THE SURROUNDING ENVIRONMENT AND SHALL
38 BE APPROVED BY THE COMMITTEE. PLYWOOD, FIBERBOARD, AND ALUMINUM SIDING
39 ARE NOT ACCEPTABLE MATERIALS. CHIMNEYS ON AN EXTERIOR WALL SHOULD BE
40 EXTENDED TO GRADE LEVEL, FOR APPEARANCE SAKE, RATHER THAN TERMINATING
41 AT THE FIRST FLOOR ELEVATION. EXPOSED METAL FLUES ARE NOT PERMITTED.
42 PREFABRICATED CHIMNEY FLUE CAPS MUST BE SCREENED WITH A MASONRY OR
43 OTHER NONCOMBUSTIBLE MATERIAL SHROUD. CHIMNEYS SHOULD BE SIDED IN
44 TRADITIONAL BRICK, STONE, STUCCO STONE OR A HIGH QUALITY VINYL SIDING.
45 WOOD SIDED CHIMNEYS ARE NOT ACCEPTABLE. NO FENCE, WALL OR BARRIER OF
46 ANY KIND (INCLUDING SHRUBBERY AND HEDGES) MAY BE ERECTED WITHOUT THE
47 APPROVAL IN ADVANCE OF THE COMMITTEE. GENERALLY, REQUESTS FOR THE
48 INSTALLATION OF NON COMMERCIAL METAL PLAYGROUND SETS WILL BE DENIED.

1 ACCESSORY BUILDINGS ARE ONLY PERMITTED WHEN APPROVED BY THE
2 COMMITTEE, AND SHALL BE IN KEEPING WITH THE ARCHITECTURAL CHARACTER OF
3 THE DWELLING UNIT. THE LOT OWNER SHALL MAINTAIN A SIDE YARD OF AT LEAST
4 TEN (10) FEET ON BOTH SIDES OF THE LOT.

5 LANDSCAPING: PLANS FOR INITIAL LANDSCAPING MUST BE SUBMITTED TO THE
6 COMMITTEE FOR APPROVAL. ALTHOUGH THE COMMITTEE SHALL HAVE THE
7 AUTHORITY TO APPROVE ANY LANDSCAPING PLAN SUBMITTED, IT IS SUGGESTED AS
8 A GUIDELINE THAT A MINIMUM OF THREE (3%) OF THE BUILDING CONSTRUCTION
9 COST BE ALLOCATED FOR LANDSCAPING EACH BUILDING SITE. LANDSCAPING
10 INCLUDES SEEDING AND PLANTING OF TREES, SHRUBS AND GROUND COVER,
11 EXCLUDING ROUGH GRADING WORK. LANDSCAPE WORK MUST BE COMPLETED
12 WITHIN SIX (6) MONTHS OF OCCUPANCY.

13 EVERY EFFORT SHALL BE MADE TO MAINTAIN EXISTING TREES AND VEGETATION.
14 EXISTING TREES SHALL BE PRESERVED WHEREVER POSSIBLE AND PROTECTED
15 AGAINST CUT OR FILL WITHIN THE DRIP LINE OF THE BRANCHES. THE GENERAL
16 OBJECTIVE IS TO MAXIMIZE THE LAWN AREAS AND PLANTING BEDS AND MINIMIZE
17 THE AMOUNT OF HARD SURFACES. ALL ROCKS AND FOREIGN MATERIAL SHALL BE
18 REMOVED.

19 LAWN AREAS: THE FINAL GRADE SHOULD BE SET TO DRAIN TO THE PROPER AREAS.
20 LAWN AREAS SHALL BE SEEDED OR SODDED WITH A HIGH QUALITY BLUEGRASS
21 SEED BLEND. SUPPLEMENT SEED, AS NEEDED, SHOULD BE USED TO ACHIEVE A
22 QUALITY LAWN.

23 PLANTING BEDS: ALL PLANTING BEDS SHALL BE CLEAR OF ALL EASEMENTS AND
24 PROPERTY LINES AND SHOULD BE IN PROPORTION WITH THE HOUSE AND LAWN. ALL
25 BEDS SHALL BE WELL MAINTAINED AND SHOULD BE COVERED WITH A HIGH QUALITY
26 SHREDDED HARDWOOD BARK, CYPRESS MULCH, DECORATIVE GRAVEL, OR LAVA
27 ROCK.

28 TREES AND SHRUBS: ONLY QUALITY PLANT MATERIAL SHALL BE USED.

29 TREES: A MINIMUM OF ONE SHADE TREE PER FRONT YARD SHALL BE REQUIRED.
30 SHADE TREES SHOULD BE A MINIMUM OF 1-1/2 INCH DIAMETER TRUNK, EIGHT (8)
31 FEET IN HEIGHT. ORNAMENTAL TREES SHOULD BE A MINIMUM OF ONE (1) INCH
32 DIAMETER TRUNK. TREES THAT ARE A NUISANCE WILL NOT BE ALLOWED. EXAMPLES
33 OF THESE TREES ARE BLACK WALNUT, COTTONWOOD, ETC. A MINIMUM OF TWO
34 TREES PER LOT WILL BE REQUIRED. THE TREES MUST MEET COMMITTEE
35 SPECIFICATIONS AND ONE OF THE TWO TREES SHALL BE A SHADE TREE.

36 SHRUBS: GOOD QUALITY AND HEALTHY SHRUBS WITH A TWELVE INCH MINIMUM POT
37 DIAMETER.

38 28. NO MODULAR, FACTORY-BUILT, OR DOUBLE-WIDE HOUSING ALLOWED.

R