

Restrictions

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Residence and Building Exteriors. Single Family Homes only. No Mobile or manufactures homes shall be allowed on the property, or any portion thereof. All residences constructed on the property, or any portion thereof shall have at least 2000 square feet of living area in size, excluding garages and porches. All residences must contain a minimum of 50% masonry/stone on front of residence and have at least a 7:12 roof pitch.

Exceptions on lot sizes less than 8 acres: Residence and Building Exteriors must follow exact rules as stated in paragraph 1. Except for the following: square footage may be less than 2000 sq feet of living space but not less than 1800 sq feet of living space.

All barns, detached garages, shops, and outbuildings must be built behind the residential dwelling. All construction including detached garages, barns, shops, or other out-buildings must be dried in within 180 calendar days from when the construction commences. "Dried in" means completed exterior, roof, shell, and visual appearance.

2. Barndominiums may be permitted, and must follow exact rules as single-family residences, except for square footage. Bardominiums must have at least 1500 sq feet of living area in size, excluding garages and porches.
3. Maintenance & Construction Quality. The owner or occupant of the property, or any portion thereof, shall maintain all residences, buildings, and improvements on the property; shall establish ground cover or grass on all yards, and shall always, maintain the property in a sanitary, healthful, attractive and save condition. The owner or occupant of the property, or any portion thereof, shall not allow the accumulation of any trash, garage or rubbish of any kind but not limited to hazardous wastes, toxic wastes, chemical wastes, industrial byproducts, or human waste as fertilizer. All structures and fencing shall be properly maintained and repaired.
4. Livestock and Poultry. Livestock and poultry may be located on the property, or any portion thereof but only herein specified. The term livestock shall mean horses, mules, donkeys, cows, and llamas. No commercial fowl/poultry productions, swine, or ratites (emu and ostrich) shall be allowed. Swine is permitted for show animals only and is limited to a maximum of 2. No dangerous animal shall be permitted on the property or any portion thereof.

Exceptions on lots sizes less than 8 acres: Livestock and Poultry must follow exact same rules as paragraph 4 with the following exceptions: 1 large animal per acres unit.

5. No commercial Operations/Business
6. RV can be used as residence during the building process for 12 months.

7. Set back. All structures constructed on the property, or any portion thereof, must be set back at least 150 (one hundred fifty) feet from the road, or as required by city or county ordinances, whichever is greater.

Exceptions on plated lots less than 8 acres: Residences and all structures constructed on the property, must follow exact rules as stated in paragraph 7. Except for the following: all structures must be set back at least 100 (one hundred) feet from the plated survey.

8. Binding Effect. Each of the covenants, conditions, restrictions, and agreements contained herein is made for the mutual benefit of and is binding upon each property.
9. Enforcement. The purchaser or any subsequent owner of the property, or any portion thereof, shall faithfully carry out and perform each covenants, conditions and restrictions set forth herein. The seller and its successors and assigns, and any subsequent owner of any portion of the property shall have the right to enforce these covenants, conditions, and restrictions. The failure by the seller, its successors and assigns, or any subsequent owner of any portion of the property, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
10. Severability. If any covenant, condition, or restriction herein contained shall be found to be invalid or unenforceable such finding shall in no way affect other covenant, condition, or restriction, each of which shall remain in full force and effect.
11. Deed Restriction Expiration. These conditions, covenants and restrictions shall run with the land into perpetuity.