

# WHITEOAK

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## Restrictive Covenants for Whiteoak

This conveyance is subject also to the following limitations and restrictive provisions which shall run with the lands and which are a part of the consideration hereof, to which the parties hereto expressly agree, and by acceptance hereof, the grantees herein expressly agree:

1. Dwellings shall not have exterior finish of concrete block, tar paper, other rolled-type or asphalt siding.
2. Once a dwelling is started, the exterior must be completed within one year.
3. No dwelling or outbuilding shall be within thirty (30) feet from the line of adjoining property owner or from the rear of the tract.
4. No mobile homes shall be located on any tract, either temporarily or permanently. Barn/living quarter combinations are permitted. Motor homes and RV units can be parked on tracts for temporary use such as vacations, but, must have an approved septic system and must be moved after 30 days. Motor homes and RV units cannot be used as permanent residence.
5. No swine, goats, poultry, or other livestock will be kept or maintained on the property with the exception of horses and cattle.
6. No part of the property shall be used for junk yards, storage areas, or parking areas for junk, wrecked or stripped vehicles, or any other type of large metal refuse.
7. No noxious or offensive activity which shall be an annoyance or nuisance shall be allowed on the property. No outdoor toilet facilities are allowed.
8. No motorized vehicles allowed on horse trails except for necessary maintenance or construction by Allardt Land Company, Inc.
9. Tracts can be utilized for residential purposes only with the exception of rental units or bed and breakfast facilities. All residential or rental units must have a minimum of 700 square feet of living area on the first floor.

10. Fencing on any lot on the property herein conveyed shall be limited to woven wire, chain link, painted wood, or split rail; and other fencing, expressly barbed wire fencing shall be prohibited.

11. Any land area cleared for home sites or pastures must have brush, stumps, logs and other debris removed and disposed of within 180 days after tree clearing begins.

12. The size and locations of all driveway culverts must be approved by Allardt Land Company, Inc.

13. The purchaser of said tracts agrees not to sell, transfer, or convey property without first having that person read these restrictions. These restrictions are binding on subsequent owners.

14. Grantor reserves the right to deal freely with restriction in succeeding conveyances of property located elsewhere in the subdivision and general area and in its sole discretion may vary, modify, add to, or omit such restriction as it sees fit.

The above covenants and restrictions shall run with the land and shall be binding upon subsequent owners and shall be enforceable on subsequent owners of the property.

This conveyance is subject to any and all power lines, water lines, or easements for the same, regardless of whether same are actually of record, exist, or henceforth may exist or be constructed.

This conveyance is subject to a ten foot easement for horse trails along the road frontage of all lots and shall not be obstructed with shrubbery, fencing, etc. and must be left open at all times.