

Restrictive Covenants  
of  
J D & Lucy Flowers Estate Property

1. The land shall be used exclusively for residential purposes with single family dwellings and such dwellings shall have finished first floor area of not less than 1200 square feet

2. No buildings shall be erected, placed or permitted upon any tract of this property closer than 30 feet from the road right-of-way as presently located

3. No dwelling, including an attached garage, if any, shall be located on any tracts of parcel of land of this property nearer than 30 feet to any interior tract line

4. No trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuildings erected shall at any time be used as a residence

5. No building shall be erected on the premises other than single-family dwelling houses with attached garage as aforementioned, with the exceptions of one outbuilding which is for the exclusive use of the occupants of the dwelling house erected on said land. Such outbuilding shall be constructed in an attractive and environmentally compatible manner to the residence situated on said premises and other residences in the area except for lots 1, 6, 8, 10 and 12, which may construct a barn or other type building for their livestock.

6. Double wide or modular homes on block foundation with tongue, wheels, and axles removed are allowed.

7. After the commencement of construction of any structure, fence or wall permitted hereby to be constructed, the same shall be completed with reasonable diligence, but be completed within one year from the date of commencement. Upon completion of construction, a lawn must be installed and maintained in a timely fashion.

8. No noxious or offensive trade or activity shall be carried on any tract.

9. No swine or poultry shall be raised or kept on any lot. Dogs, cats, and other household pets are permitted if they are not kept or maintained in a fashion which mitigates potential adverse effects such as noise, odor, or unsanitary conditions and does not constitute an annoyance or nuisance to neighbors. The total number of animals for each lot shall not exceed six (6). Offspring of any of the above mentioned animals shall be considered for these purposes to apply toward the permitted total when they reach six months of age.

10. No business of any description should be conducted upon the property hereby conveyed. This allows for exceptions such as: (a) a home office in which only the owner of the lot and the owner's immediate family are employed and when no customers or invitees come upon any lot for a commercial purpose; or (b) a home occupation such as writing or art/crafts production. The exceptions are permissible only when they cause no adverse impact upon the people within the area.

11. Under no circumstances shall any nuisance be permitted, erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land.

12. No car or truck bodies, or other vehicles not in running condition, may be kept on any lot unless within a garage or screened from view from any house, street or driveway.

13. No individual signs of any type shall be allowed in the area except for (a) signs posted by the Development Group to facilitate sale of any Developer-owned lot, (b) a sign offered a property for sale or rent; (c) any signs posted during construction by any contractor and (d) a name and address sign situated on its own respective lot.

14. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. Any human or animal waste shall be disposed of in such a fashion so as not to come either a health hazard, odor problem or source of insect problems.

15. All dwellings shall be served by septic tank or approved sewer system. No permanent outside toilets will be permitted.

16. Enforcement shall be by any lot owner by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or recover damages.

17. The restrictive executed by a majority of the owners, with each owner being entitled to one vote per lot owner. If a tract is subdivided or has more than one owner, the total number of owners of that tract shall constitute one vote. Further, if a tract is subdivided the total number of tracts shall constitute one vote.

17. The restrictive agreements, covenants, and restrictions shall be subject to modification by agreement executed by a majority of the owners, with each owner being entitled to one vote per lot owner. If a tract is subdivided or has more than one owner, the total number of owners of that tract shall constitute one vote. Further, if a tract is subdivided the total number of tracts shall constitute one vote.