

The Bluffs

Nickajack Landing

Conditions Covenants Reservations

- 1 An Architectural Committee shall be established to supervise the observance of the covenants and conditions. The initial Architectural Committee shall be appointed by the Developer. It is the intention of the Developer that, after all Lots have been conveyed by Developer, this Architectural Committee will be succeeded by a Homeowners Association. Annual Maintenance Fee \$250.00 per Lot.
2. No building, fence or other structure shall be commenced, erected or placed or altered on said land until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Architectural Committee.
3. The lots described herein shall be used for residential building sites only. No structure shall be erected, altered, placed, or permitted to remain on any building site other than detached single family dwelling, a private garage for not less than two (2). nor more than four (4) cars, and other outbuildings incidental to residential use of the premises, and in compliance with the other terms and conditions herein specified restrictions and clauses.
4. No residential structure shall be erected or placed on any building site which has a ground floor area, exclusive of open porches and garages, of less than two thousand five hundred (2,500) square feet nor a ground floor area of less than fifteen hundred (1,500) square feet for a dwelling of more than one story, with said dwelling of more than one story having minimum heated living area of two thousand five hundred (2,500) square feet.
5. No garage shall open directly toward any street without the prior approval of the developer. The owner of any dwelling having a garage which, with the approval of the developer, does open toward any street, shall keep the garage doors closed when not entering or exiting garage.
6. No lot may be sub-divided without prior approval of the developer.
7. No building shall be erected or permitted to remain on any of said lots nearer than seventy-five (75) feet from the front lot line, nor nearer than twenty-five (25) feet from the side or rear lot lines. If the plat of record shows a greater number of feet for the set back lines, then said plat record shall control over the covenant herein, in the cases of a corner lot. a minimum distance of thirty-five (35) feet must be maintained between the roof edges of any building and the lot line adjacent to the side street. Any bath house, as herein before defined, must not be located nearer than twenty-five (25) feet from the back property line as shown on the aforementioned plat.

8. All pools which are constructed and/or maintained on any lot in the subdivision shall be of a permanent nature and in-ground. No above ground, temporary or removable swimming pools shall be permitted on any lot in the subdivision.
9. Prior to the commencement of construction of any dwelling on any lot in this subdivision, a driveway shall be constructed with at least a gravel surface which shall be crowned and have proper drainage designed so as to not drain onto any road of the subdivision, and said driveway shall be maintained in this condition throughout the construction process.
10. Damages done to the main roads, curbs, street signs, or other common property as a result of construction of a dwelling, in-ground swimming pool or bathhouse shall be repaired or replaced in a similar manner as the original within two (2) months of the completion or the initial occupancy of the dwelling, swimming pool or bath house, whichever first occurs. Damages done which are not the result of construction shall be repaired or replaced within two (2) months of the date of damage.
11. The contour, slope, grade and elevation of the lots shall not be altered or changed in any significant manner. Any changes required for the construction of the dwelling which are of a greater degree than the preparation of the footings shall be first approved in writing by the Developer. No change to a lot will be permitted, with the exception of the construction of a dwelling or bath house pursuant to these restrictions, where the alteration effects the view, accessibility or run-off of surface water to other lots or the streets of the subdivision.
12. No fence shall be constructed of chain link or wire and no fence shall exceed a height of over (4) feet. All fences which are not constructed of wood shall first be approved by the Developer.
13. No vegetable or herb garden shall be permitted in any yard which abuts against street. Garden's shall be well maintained, and shall not become unsightly or a public nuisance.
14. No truck over two (2) tons shall be allowed on the roads of the subdivision, or any lot in the subdivision. There is specifically excluded from this restriction, however, any vehicle delivering construction materials for the initial construction of lot.
15. No noxious or offensive trade or activity shall be carried on upon any said lots. nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
16. No animals except household pets and horses shall be kept on said lots, provided they are not boarded, bred and maintained for commercial purposes and provided they are restrained from becoming a public nuisance.
17. Any dwelling erected on any lot shown on the above mentioned plat must conform to professionally accepted construction standards and shall be reasonably harmonious with the setting and existing dwellings of the subdivision. Homes must be permanently constructed with brick, stucco, wood or stone. All houses shall have non-flammable or

flame retardant roofing. All houses with fireplaces or fireplace inserts shall not have exposed ventilation or exhaust pipe.

18 No satellite dish shall be placed or maintained in any yard, or any side of the house viewable from any street.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat are hereby specifically made a part hereof by reference. No lot or tract may be used in whole or in part as a street right of way, or utility or other type of easement serving any land located outside of the subdivision.

20. There shall be no business of any kind located upon any tract nor shall any business of any kind be operated out of any home, however, nothing in this part shall be construed as to limit the use of an office or study in the home for personal use.

21. Each lot owner, as they may from time to time change, is responsible for maintaining and keeping entire lot or lots, dwelling, swimming pool, bath house, and all other areas in a neat and attractive condition.

23. The majority of the trees may not be removed from any lot except in the area of the lot on which the house and driveways are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors.

24. All of the lots must from the date of purchase from Developer be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a lot fails to maintain his lot in a neat and orderly condition, Developer or the Architectural Committee may enter upon such lot without liability, put lot into an orderly condition and bill the cost of such work to the owner.

25. No trailer, mobile home junked or inoperable vehicles, tent, shack or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel home, boat or other recreational vehicle may be stored or parked on any lot or street in the subdivision except, if approved by the Architectural Committee in writing, such vehicles may be parked to the rear of the residence in such manner as will not block the view of same from the streets or adjoining lots. No trailer, trucks or tractors shall be parked or kept on any streets or on any lot.

26. No sign of any kind shall be displayed to the public view on any lot except by Developer to advertise the property during the construction.

27. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

28. Developer or the Architectural Committee are hereby jointly and severally authorized to place a lien upon a lot for the costs of enforcing the covenants and restrictions of this instrument. The lien may be for the amount of sufficient to cover the costs, including

legal expenses, of enforcing these restrictions. All such liens shall be subject and subordinate to any deed of trust encumbering any lot or lots.