

Little Creek

Restrictive Covenants

1. All lots in this subdivision shall be used for residential purposes only, and the same shall be restricted to a single family residence, not to exceed two stories in height, excluding basement.
2. The minimum set back line of any structure from the street shall be 20' from the access easement for any main street; and no structure shall be located nearer than 10' to any side lot or property line, nor nearer than 25 feet to the rear property line.
3. The minimum living area of each residence shall not be less than 1400 square feet of livable area, by external measurement, and shall be exclusive of any porches, breezeways, garages, carports, etc. No homes older than 5 years old to be placed on any lots. No mobile or modular type of home shall be kept or maintained on any lot in the subdivision.
4. All homes to have covered front porches approved by developer.
5. No siding shall be attached to the exterior of any residence, which is composed of aluminum, or any metal material. Trim and incidental placement of such shall be excluded from this restriction.
6. There shall be no temporary dwellings neither placed or erected on the premises, nor occupied until a dwelling house conforming to the provisions of this instrument shall have been erected and fully completed thereon. This provision is not meant to prevent the erection of small outbuildings for use as pool house or storage buildings for lawn mowers, garden tools, etc.
7. Other buildings: An outbuilding such as a garage building may be placed on said property so long as such outbuilding is constructed in a method and manner compatible with the design and architecture of the residence built on said property and constructed on said tract. No temporary carports.

8. That no fowls or animals, other than the usual domestic pets, shall be kept or permitted to remain on the premises, which shall expressly exclude chickens and hogs; and there shall be no kennels and commercial breeding of any such domestic pets on any lot in the subdivision. Pets shall be confined within a fenced area or restrained in some method so as to prevent said animals from leaving the property.

9. No noxious or offensive trade or illegal use of any kind shall be made or carried on upon any lot, nor shall anything be placed or done on any lot in the subdivision, which may be or become nuisance or an annoyance to the neighborhood.

10. Garbage and refuse disposal: No portion of the above property shall be used or maintained as dumping ground for rubbish. No portion or said property shall be used to keep or maintain any junk, salvage, or non running motor vehicle of any kind, including any abandoned motor vehicle, nor shall said property be used to store any type of manner of scrap or salvage personal property.

There shall be no more than 2 vehicles per licenced driver stored or kept on each lot.

11. Other buildings: An outbuilding such as a garage building may be placed on said property so long as such outbuilding is constructed in a method and manner compatible with the design and architecture of the residence built on said property and constructed on said tract and in accordance with paragraph 3 herein. No temporary carports.

12 The foundation parts of all residences, garages, fences and outbuildings constructed on said lots shall be brick, rock veneer or stucco, any uncovered concrete block foundations shall not be permitted.

13. Fencing. Any fencing must be behind or to the back of home and be constructed of pressure treated wood or cedar wood, masonry or chain link. With no block exposed.

14. Oil and gas tanks: Any propane gas tanks or other type of heating oil or gas tank shall be located on said property only if located underground or is in some manner hidden from view of any street.

15. Power to be under ground to home from pole.

16. Maintenance of road to be shared by all owners. Damage to roads: Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.

17 Enforcement of restrictions: If any of these restrictions have to be enforced, be the court system, it will be the responsibility of the owner in default to pay for all the attorney fees and court cost.

18. A. Any variance of these restrictions to be approved by the developer until 12/31/2006. After this date approval in writing by the majority of 9 neighbors within Little Creek Subdivision.

B. All variance request must include the following; A copy of property plat with intended development shown on the plat and default written description of development, signature of owner and date.

I _____ Owner certify this is the intended development and nothing more or less. Intended start date _____ and ending date _____.

Request to be reviewed and approved or denied with in 30 days from date received.