

# Restrictions For "The Estates at Stonehenge North" (Continued from Sheet 4 of 5)

Paragraph 12 Continued from Sheet 4 of 5

12 Continued. This means two-door and four-door passenger automobiles, and pickup trucks; it excludes campers, boats, trailers (whether attached to motor vehicles or free standing) and all similar type items and vehicles. "Temporary basis" which is the only type permissible, means those items or vehicles not owned by or leased to or in possession of members of households residing in this subdivision or a related sister subdivision, but means only those in possession of persons visiting residences in this subdivision for a few hours only, not overnight. One of the objects of this paragraph is to prevent the parking of boats, campers, and trucks over eight thousand (8,000) Gross Vehicle Weight, etc. in driveways or in the streets in the subdivision or in any sister subdivision which may be opened contiguous to this subdivision by the same Grantor.

No owner of any lot shall be permitted to dump trash, grass clippings, leaves, tree or shrub trimmings, paper, stones, brick or other debris or refuse within the street right of way or upon any other lot in the subdivision.

13. No fences shall be erected or built or suffered to remain on these premises of height greater than six (6) feet and in no case shall any "privacy type" fence be erected on any lot nearer to any street than the minimum setback line of forty (40) feet from the front lot line and ten (10) feet from any common lot line, and twenty (20) feet from outside lines, unless specifically approved in writing by Grantor. The designs, material, construction and location of all such fences shall be subject to the approval of the Grantor under the provision of paragraph six (6). Chain link, cyclone, or snow fences shall not be permitted. No operational business, or promotional signs shall be erected on these premises larger than two (2) feet square and only then to advertise temporarily the property for sale or Street signs, house address numbering and or lettering, and or other decorative lettering or signage must be approved in writing by Grantor.

Grantor may prescribe, and shall provide mailboxes and or other exterior features in order to promote a uniform look within the subdivision. The homeowner shall maintain and replace such mailbox and or other features with identical replacements should the original be damaged, destroyed or stolen.

14. Where required for proper storm water drainage, all driveways to homes and buildings built on these premises shall have a culvert at the street entrance at least twelve inches (12") in diameter. The size of the culvert, the length of the culvert and the time and method of its installation shall be subject to approval pursuant to the provisions of paragraph six (6) of these restrictions. All driveways to homes and buildings built on these premises must be hard surfaced with concrete and or brick surfaced and or a "patterned concrete surfacing" within twelve (12) months of completion of the building. Asphalt is not considered hard surfaced.

15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and to the front, along common lot lines ten (10) feet, and along outside lines twenty (feet) of each lot.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Two wheeled non licensed and/or four wheeled non licensed vehicles used as recreational vehicles shall be prohibited. Four wheeled "utility" vehicles used for normal property maintenance are acceptable.

Each property owner shall maintain landscaping and lawn care to eliminate weeds, underbrush or other unsightly growth areas. No mercantile or manufacturing business of any kind may be conducted upon any lot in the subdivision. No manufacture of spirituous, vinous or fermented liquors, for either wholesale or retail use, shall be permitted on any lot, nor shall any use of the Property which endangers the health or unreasonably disturbs the quiet ownership and enjoyment of the owners or holders of adjoining land be permitted upon any lot. Garbage and refuse shall be placed in containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall similar to and compatible with the house. Neither indoor nor outdoor incinerators shall be permitted on the property.

No storage tanks, including, but not limited to those used for storage of water, gasoline, oil, or other liquid or gas, shall be permitted on any property outside a building. The use of temporary decorative or permanent site lighting which will interfere with the comfort, privacy or general welfare of adjacent or other property owners shall be prohibited.

17. Housing, feeding, corralling, or harboring goats, swine, cattle, horses, rabbits, or other livestock or dog kennels shall not be permitted. However household pets, not to exceed Three may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be deemed only those pets that would be or could be normally kept inside the home. No pets shall be tolerated which prove to be a nuisance by being excessively noisy, dangerous or aggressive.

18. In "The Estates at Stonehenge North" there shall be no dwelling erected with a living area less than 2500 square feet, plus an attached garage not less than twenty-four feet by twentyfour feet. However it is understood that the foregoing requirement is minimum only and Grantor may require more than the minimum square feet and or garage size.

19. Any lot suitable for a split foyer, split level or basement garage can have no dwelling less than 2800 square feet of living area on one floor. However, it is understood that the foregoing requirement is minimum only and Grantor may require more than the minimum square feet. It shall remain strictly within the discretion and the written decision of Grantor as to what lots are suitable for a split foyer, split level and or basement garage. Living area shall constitute the floors that adjoin each other laterally, and not those directly below a floor above it, and shall mean the outside perimeter of the living area the same as if the floors were in a one-floor plan house. Garage space, exterior decks, breezeways, and screened in porch areas shall not constitute "living area". A one and half story or two story house shall have no less than fourteen hundred (1400) square feet living area on one floor plus an attached garage, no less than 24'x24'.

20. Exposed masonry foundations exposed above grade shall be veneered with brick, stone or similar material on all four sides and any and all exposed sides. However, the requirements in this section are not deemed to have been complied with until they have been approved by Grantor pursuant to the provisions of paragraph six (6). All fireplace chimneys shall be of masonry construction and shall be veneered with brick, stone or similar material on all four sides. A wood framed "chimney chase" covered with wood and or vinyl siding shall not be permitted.

Above ground swimming pools shall not be permitted, nor shall radio or TV antennas be permitted. Satellite receiving dishes shall not be permitted with the exception of those which measure less than twenty-four inches (24") in diameter, and these must be appropriately placed on the home site so as to be inconspicuous.

21. Grantor is considering the subsequent development of one (1) or more additional subdivision(s) in the same locale. Grantor reserves the right, in its sole opinion, to cause such additional subdivision(s), or some of them or all of them, to be considered as part of this subdivision for all purposes, including (but not limited to) footing, use of sewage system, use of recreation area and homeowners association.

22. Grantor and all Grantees agree that, if the lot owners and or residents of the subdivision(s) cause to be formed an Association for mutual benefit, all lot owners and or residents of the subdivision(s) shall have the right to join the association and participate in it.

23. The phrase "75% majority of the owners" in paragraph one (1) herein shall mean that each lot shall have one (1) vote to be cast as decided by a majority of its owners.

24. The term "Grantor" as used herein shall mean only Ray Thomas LumberTown, Inc. and not subsequent owners of lots who later convey them as grantors. Ray Thomas LumberTown, Inc. shall retain the powers and rights of "Grantor" so long as it owns any lot in this subdivision or any land adjacent to this subdivision or any lot in any subdivision which subdivision is adjacent to this subdivision or until Ray Thomas LumberTown, Inc. voluntarily surrenders such powers and rights in writing. If Ray Thomas LumberTown, Inc. becomes no longer existent as a corporate body, the powers and rights retained for it herein shall pass to its successors, in interest.

25. No tap or connection into the sewage lines or other utilities in this subdivision may be made to serve any area other than Grantor's subdivision(s) without the written approval of Grantor.

DESCRIPTION  
APPROVED

By: *[Signature]*

44-22-01-47-000 E  
44-22-01-48-000 E  
44-22-01-49-000 E  
44-22-01-50-000 E  
44-22-01-51-000 E

44-22-01-52-000 E  
44-22-01-53-000 E  
44-22-01-54-000 E  
44-22-01-55-000 E