

Protective Covenants

KNOW ALL MEN BY THESE PRESENTS:

That Barbara M Hicks, being the owner of all the property described on Schedule A attached in order to provide for a general plan for the development , use and sale of the said property does by these presents impose upon said land the following covenants and restrictions, which shall run with the land and be binding upon and insure to the benefit of all present and future owners of the land and all persons claiming under them. Any tract owner or the Board as hereinafter defined may enjoin or abate any violations hereof by appropriate action at law or in equity, in which event the prevailing party shall recover costs incurred, together with reasonable attorney's fees.

1. No building shall be erected, altered, placed or permitted to remain in any tract other than single family dwellings and other buildings such as garages, carports and accessory buildings that are necessary and contributory to the overall development of the subject property. No structure on any tract, other than a fully completed single family dwelling shall be used as a dwelling.
2. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any tract, and the proposed location thereof, the construction material, the roofs and exterior color schemes and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Control Board, hereinafter called "Board" as the same from time to time is composed, before any such work is commenced. The Board shall be composed of three (3) members to be appointed by Barbara M. Hicks. Any vacancies from time to time existing shall be filled by the appointment of Barbara M. Hicks and shall be subject to removal by same.
3. There shall be submitted to the Board a letter of application for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any tract until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot areas (including constructed, altered, placed or maintained, together with the plans for roofs and exteriors thereof. Such application shall be accompanied by a reasonable filing fee to be determined and set by the Board, said fee to defray the Board's expenses and not to exceed seventy-five dollars (\$75.00).

4. The Board shall approve or disapprove plans, specifications and details within forty-five (45) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy shall be retained by the Board for its permanent files. The Board shall advise the applicant of the reason for the disapproval and suggest acceptable changes, in the event the Board fails to approve or disapprove any plans which have been submitted to it within forty-five (45) days from receipt thereof, approval shall not be required, and the related covenants shall be deemed to have been fully complied with.
5. The Board shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete, or in the event the Board deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of the owners of the tracts covered hereby. The decisions of the Board shall be final.

(B)

6. Neither the Board nor any architect or agent thereof shall be responsible in any way for defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
7. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured from the natural grade at the highest elevation beneath the structure to the highest point of the roof or any projection. The Board may grant a waiver of this requirement in the event that rigid adherence to this requirement would work undue hardship on the owner. The living area measured to the outside walls of the principal dwelling shall not be less than fourteen hundred (1400) square feet; should the dwelling be more than one (1) story in height the ground floor living area of such dwelling shall not be less than seven hundred (700) square feet except as provided further in this paragraph. The Board may permit a variance from the minimum square footage requirement but in consideration of this variance, consideration shall be given to a greater front setback than required herein. The Board shall have the authority to set up enclosing yards or patios.
8. Unless otherwise designated on the plat all tracts shall have the following building lines which shall be measured from the nearest projection of any portion of principal

dwelling or other accessory buildings: A front setback of not less than fifty (50) feet in depth from the front tract line. All tracts shall have a rear setback of not less than twenty (20) feet in depth from the rear tract line. All tracts shall have a minimum side setback of twenty (20) feet in depth from front of the side setback boundary of the tract. Tracts with a side boundary facing on any street shall have a side setback of not less than thirty (30) feet in depth from the tract line contiguous with the street right of way. Notwithstanding any other provision hereof, nothing in these covenants shall be so interpreted as to prohibit the owner or owners of contiguous tracts from erecting dwelling units whether attached or detached in disregard of the common side or rear tract lines of said contiguous tract so long as the density of use which would be created by the construction shall not exceed the density of use which would be created by such contiguous tract and provided that such owner or owners shall not violate front yard setbacks hereinbefore set forth nor shall such owner or owners construct any such dwelling units closer than twenty (20) feet to any side tract line common with any tract not owned by said owner or owners.

9. No business or professional service of any nature shall be conducted on any tract, and no buildings or structure intended for or adapted to business or professional purposes, and no apartment house, double house, flat house, flat building, lodging house, rooming house, hotel, hospital or sanitarium shall be erected, placed or permitted or maintained on any tract. No room or rooms in any principal residence, not any accessory buildings, or parts thereof, may be rented or leased by others by the owner or owners of any tract; nothing in this paragraph, however, shall be construed as preventing the renting or leasing of the entire tract, together with its improvements.
10. No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the Board is unsightly, shall be placed upon or above the roof of any dwelling or other building except where it is the Board and then and only when, to the satisfaction of the Board, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the property.

(C)

11. All mailboxes shall be located in such areas as designated by the Board and shall be of such design and construction as required by the published guidelines of the Board.
12. No hunting or discharging of firearms shall be allowed on the land.
13. No animals or fowl other than ordinary household pets commonly housed in residence shall be permitted on any lot and the breeding or maintaining of such animals or fowl for commercial purposes shall not be permitted. Notwithstanding any other provision however, nothing in these covenants shall prevent the owners of

tracts to keep up to two horses, three cows or bulls, four sheep or goats, as long as stables, barns or shelters provided for them conform to the building restrictions in these covenants, and are approved by the Board.

14. No subdivision of residential tracts shall occur.
15. No building, structure, wall, fence, garage, carport, accessory building or landscaping shall be maintained on any tract in such a manner as in the opinion of the Board may obstruct traffic sight lines and/or create traffic hazards.
16. Easements for the installation and maintenance of utilities are reserved as indicated on the plat and no structure, planting or other materials except as specifically approved by the Board shall be constructed or maintained within any such easements; nor may anything be done which may alter in any way the direction or flow of water through natural drainage channels within the easements. Provided, however, that this shall not prevent the changing of any such channels within the easements which, in the opinion of the Board, shall be an upgrading of the same.
17. All driveways shall have minimum width of ten (10) feet. Here driveway access enters streets at points where landscaping, boundary structures or other visual barriers are located which may create a traffic hazard, such driveway access shall be installed and maintained so as to provide adequate sight lines from the vehicle onto the streets.
18. No motor home, trailer of any kind, truck, camper or boat shall be kept, placed or maintained on a residential tract except in a carport, garage or in an outside storage area screened from view from streets.
19. No mobile home or temporary structure of any nature whatsoever shall be kept, placed or maintained on a residential tract to be used for occupancy either temporarily or permanently.
20. All chimneys, flues, vents for fireplaces and open flame heating units shall have U.S. Forestry Service Approved Spark Arresters attached in an approved manner.

(D)

21. All site improvements and structures shall be built, erected, altered or maintained in such a manner as to preserve as nearly as possible the land in its natural state.
22. All exterior lighting shall be constructed in a functional manner so as to enhance the overall appearance of the community. All such exterior lighting shall be installed in such a manner so as not to create a nuisance to occupants of adjacent tracts.

23. Trash, garbage and other wastes shall be stored in sanitary containers so situated as to be accessible to the service agency responsible for collection of said wastes and such area screened from view from adjacent properties, and from the street. No obnoxious, offensive or illegal activities shall be carried on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
24. Each developed single family residential tract shall contain sufficient parking space for at least one (1) automobile by one of the following means: (a) a garage or carport either attached or detached from the main structure or (b) an exterior parking area screened from view of the adjacent tracts.
25. Except as provided in paragraph 18, no motor home, trailer, tent, garage or other outbuilding shall be placed or erected temporary or permanently on any tract; provided, however, the Board may grant permission for any temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. Such approved temporary structures shall be removed upon completion of the construction for which permission was granted.
26. After the board has issued a permit to build and construction of building has commenced, all improvements must be substantially completed in accordance with the plans and specifications, as approved, within one (1) year from the date such permission was given. If the owner fails to comply with the above conditions, any approval given shall be deemed revoked unless, on written request of the owner made to the Board prior to the expiration date of the designated one (1) year period, the Board may extend the time for commencement and completion. During construction, all building sites shall be kept clear on a weekly basis, and all trash, rubbish and debris removed from the construction site after any construction is completed. Burning of any and all trash, rubbish and debris must be accomplished in accordance with procedures established by the Board. On completion of construction of improvements, exposed openings shall be backfilled and disturbed grounds shall be graded, leveled, paved or landscaped. Ground areas disturbed by grading construction activities shall be replanted or restored at the earliest opportunity.
27. Upon completion of construction, notification in writing shall be given to the Board so that it may determine compliance with these covenants and grant certificate of occupancy with which no building may be occupied. The Board shall have ten (10) days from receipt of such notice in writing within which to act.

28. The approval or disapproval as required in these covenants shall be in writing and shall be based upon consideration of each submission conforming guidelines and any and all environmental design guidelines which may be adopted, the environmental design guidelines shall take precedence.
29. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants set forth herein shall continue unimpaired and remain in full force and effect.

(E)

30. No signs whatsoever, including commercial, political or other similar signs, visible from adjoining tracts, or streets, shall be permitted on any tract except as follows: such signs as may be required by legal proceedings ; residential identification signs of a combined total face area of one and one half (1-1/2) square feet or less; during the time of construction of any residence or other improvement one job identification sign having a maximum face area of twelve (12) square feet; not more than one "for sale" or "for rent" sign having a maximum face are of three (3) square feet, flashing, lighted or moving signs shall be not permitted. No sign of any description shall be or supports or braces for signs shall be nailed or spiked to any tree. All signs must be on their own supporting standards. Advertising banners, pennants and wind powered devices will be reviewed by the Board and must receive prior written approval from the Board before installation. The Board may issue variances as to the above on such conditions and for such time periods as it may deem necessary.
31. All buildings, landscaping, fences, drives, parking areas and any other improvements shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed, and property otherwise maintained in an aesthetically pleasing manner as determined by the Board. All owners of property shall be responsible for keeping their tracts free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the owner of the property, whether said property is occupied or not, in a neat and adequate manner which shall include lawns mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No owners of any tracts shall be permitted to store wrecked or disabled motor vehicles on a tract or any street nor shall any tract or street be used for the repair, reconstruction or modification of vehicles. Storage building materials before building plans are approved by the Board is prohibited. Upon plan approval and building permit issuance, construction will commence within ninety (90) days, and all exteriors will be completed within one year.

32. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be properly sized by the Developer.
33. At such time that 50% of the tracts have been sold, and a Homeowners Association has been formed the duties of the Architectural Control Board will be handled by the Homeowners Association.
34. This property shall be subject to a monthly maintenance charge of SIX AND NO/100 DOLLARS (\$6.00) per tract for the purpose of creating a fund to be known as the "Maintenance Fund" to be paid by then owner of this property in conjunction with like charges to be paid by other property owners with the same restriction in his deed. This maintenance charge shall be secured by a vendor's lien upon said property and is to be paid yearly on June 1st to Valley Ranch Homeowners Association with any delinquent payments to be increased by a delinquent charge of nine percent (9%) per annum. The original Purchaser of any tract will be allowed six (6) month moratorium on his Maintenance Fund payments. Such a monthly charge may be adjusted by the Homeowners' Association or its successors from year to year as the needs of the property may, in its judgment require. Said lien shall be junior, subordinate and inferior to any lien (renewals and extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for the tract or the cost of any permanent improvement to be placed thereon. Non-occupied tracts owned by the Developer or builder are not subject to maintenance charges. The Homeowners Association will render an annual accounting of the fund to the owners of the property, showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Developer or Homeowners Association which will benefit the owners and occupants of property within the Subdivision, including the maintenance of roads and ditches, etc. Developer, his assigns, or the Homeowner's Association, shall also have the right to use said maintenance to enforce these restrictions.
35. Under no circumstances is any tract owner to construct roadway or passage to any adjoining property not being part of the platted Valley Ranch Subdivision.
36. For maintenance and repair purposes, utility easements on back of lots are not to be fenced.