

## Definitions

"Owner" means Grantee in this deed and any subsequent owner(s) of the Property.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on the Property.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on the Property (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment,

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## Use and Activities

1. *Permitted Use.* The Property may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited herein;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
  - i. building materials except during the construction or renovation of a Residence or a Structure;
  - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
  - iii. unsightly objects unless completely shielded by Structure;
- f. any exploration for or extraction of minerals;  
the renting of a portion of a Residence or Structure;
- g. the drying of clothes in a manner that is visible from any street;

- h. the display of any sign except —
  - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
  - ii. political signage not prohibited by law;
- i. installing a mobile home, manufactured home, manufactured housing, or house trailer on the Property;
- j. No motor home, travel trailer, or recreational vehicles shall ever be used as a dwelling by any person, except for a period of no more than 24 months during construction of a permanent residence;
- k. moving a previously constructed house onto the Property;
- l. operating a home business, unless such operation requires no more than two customer visits per week to the Property, and
- m. hunting and shooting.

3. *Animals and Livestock.* Not more than fifteen (15) cattle, sheep, goats, in the aggregate shall be permitted on the Property. Not more than five (5) hogs, pigs or swine shall be permitted on the Property.

**General Provisions**

- 1. *Subdivision Prohibited.* The Property may not be further subdivided,
- 2. *Easements.* No access easement on the Property may be granted,
- 3. *Maintenance.* The Property Owner must keep all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

**Construction and Maintenance Standards**

- 1. *Residences and Structures*
  - a. *Maximum Height.* The maximum height of a Residence is two stories.
  - b. *Required Area.* The total area of the Residence, exclusive of porches, garages or carports, must be at least 1,650 square feet,
  - c. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days and the Property restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Property restored to a clean and attractive condition.

d. *Location of Lot.* All Structures must be located behind the front wall of the Residence. Improvements must be at least 100 feet from the front Lot line, 25 feet away from the side Lot lines, and 300 feet from the rear Lot line. Each Residence must face the front Lot line.

e. *Fences, Walls, and Hedges.* No fence, wall, or hedge may exceed six feet (6') in height.

f. *Antennae.* No antenna, satellite dish or associated wires may be mounted on the front-facing side of a Residence.

g. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on the Property,

h. *Sewage Disposal.* Any individual sewage-disposal system must comply with Bell County requirements.

i. *Outbuildings.* The Owner may erect two outbuilding on the Property not exceeding 3,000 square feet in surface area and two stories in height, No part of any outbuilding may protrude closer to Sandy Ridge Lane than the rear wall line of the Residence.

## 2. *Building Materials for Residences and Structures.*

a. *Exterior Walls.* At least 25% of the exterior wall surface on the ground floor on the front side of of residence must consist of stone or brick. Otherwise, exterior surfaces, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, and trim work, must have lap siding, fish scale siding, or board and batten siding. HardiePlank and metal R-panels, equivalent or better materials, are permitted.

## **Miscellaneous Provisions**

1. *Term.* These restrictions run with the land and are binding in perpetuity,

2. *No Waiver.* Failure by Grantor or an Affected Property Owner to enforce the Restrictions is not a waiver.

3. *Corrections.* Grantor may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in the Restrictions, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* The Restrictions may be amended at any time by the written consent of the Grantor or 67 percent of the Affected Property Owners,

5. *Severability.* If a provision of the Restrictions is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of the Restrictions, and the Restrictions are to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by the Restrictions must be given in writing by certified mail, return receipt requested, Unless otherwise required by law or the Restrictions, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce the Restrictions, any dispute will be mediated in good faith.

8. *Assignment of Declarant.* Despite any provision in the Restrictions to the contrary, Grantor may assign, in whole or in part, any of its privileges, exemptions, and rights under the Restrictions to any other person and may permit the participation, in whole or in part, by any other person in any of these privileges, exemptions, rights, and duties.