

Paid 8

**RESTRICTIONS: THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL APPLY TO THE PROPERTY CONVEYED HEREIN:**

1. No residences or structures shall be located on the subject property that are not substantially constructed on the premises. This shall be construed to mean that no "mobile homes", "manufactured homes", or "modular homes" shall be permitted on the premises.
2. No disabled or inoperable vehicles shall be permitted at any time on the subject property.
3. No commercial activities or commercial signage shall be permitted on the premises.
4. No unleashed, barking or nuisance pets shall be permitted on the premises.

5. All driveway areas shall be paved on concrete or asphalt construction. 39

6. No domesticated fowl, game chickens or farm animals permitted.

7. The following set-back lines for construction shall be observed: Ten (10') foot from adjoining landowners; thirty (30') foot set back from right-of-way.

8. Garbage and trash must be placed in proper container and disposed of on a regular basis.

9. All cleared areas on undeveloped lots shall be mowed at least twice yearly.

10. All utilities including but not limited to electric, telephone, and cable shall be buried entirely underground from utility right-of-way to structures. No above-ground utility wires permitted.

11. All fencing shall be subject to approval by Developer for a period of ten (10) years from January 1, 1996.

12. No lot shall be subdivided. One residence only per lot of original plat.

13. Residence shall have at least 1000 square foot heated living space, exclusive of garage and basements.

14. No exterior construction of any sort shall be initiated on any structure for a period of ten (10) years from January 1, 1996, unless plans for same are pre-approved by developers. Any plans deemed in the discretion of developer as not in conformance with other structures in the Lake Shore Estates subdivision shall be required to be redesigned in accordance with the directives of developer. No unfinished houses or structures shall be allowed to persist.

15. "Developer" shall be Clement Shelley or his designated successor until such time as these restrictions expire January 1, 2006. Should the owners of a majority of the lots desire to continue these restrictions beyond that time, a majority vote of same conducted prior to 1-1-2006 shall serve to continue said restrictions for an additional ten (10) years. The restrictions may continue to be extended for 10-year periods in the above manner. The lot owners shall elect and designate a three-person committee consisting of lot owners to serve in the place of the Developer beyond January 1, 2006.

16. Should these restrictions and covenants be violated, then Clinton Circuit Court shall be the Court of proper jurisdiction in which to bring an action to enforce same. Any party adjudged to have violated said restrictions shall be responsible for all court costs and attorney fees incurred by the enforcing party. The developer or any lot owner shall have a right of action to enforce said restrictions in a court of law.

17. There can be no roadways built from the properties of Dale Hollow Manor to Lakeshore Estates.