

Recording fee 12.00

RESTRICTIONS: THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL APPLY TO THE PROPERTY CONVEYED HEREIN, FOLLOWING ANY SALE, TRANSFER OR CONVEYANCE BY OR FROM GRANTEE:

1. As set forth herein, "Developer" shall mean Winfreys Landing LLC.
2. All tracts and lots shall be known and described as single family, residential lots and shall be restricted to residential use and shall not be used for any commercial purpose.
3. No building or structure shall be located or erected nearer than 10 feet from the front and side property lines between property owners.
4. All residences shall have a minimum of 1000 square feet of living area on ground level, exclusive of garage, basement or carport, in any one floor house plan or 1000 square feet on the ground level of any one and one-half split level or two-story house plan.
5. No structure, fence or other improvement shall be erected, placed, altered or commenced to be erected, placed or altered on any lot of the subdivision until the design, building plans (including exterior colors), specifications and plot plans, including grade elevations, have been approved in writing by the Developers. All outside walls and outbuildings shall be of brick, stone, aluminum, vinyl or wood. Developers shall have the right to disapprove plans which are not of a design complementary to other structures in the subdivision.
6. No building shall be of a modular or prefabricated construction nor shall any building be primarily constructed off-site. Further, all improvements begun on said lot shall be completed within nine (9) months of the beginning of construction thereon. Further, no outbuilding to be allowed on premises for more than 18 months unless construction of a residence has begun on that lot.
7. All utilities to residences or other structures shall be installed and maintained as underground utilities from the property line to the residence, structure or other terminus of the utility. No electric, telephone, or cable telephone poles shall be permitted on any lot with the exception of main feeder circuits and street lights.
8. No television reception dishes over 18" diameter shall be allowed on any portion of the subject property.

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CLINTON COUNTY
JIM ELMORE
County Clerk

9. No noxious or offensive tract or activity shall be permitted to be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

10. No animals, live stock, or poultry of any kind shall be raised, bred, kept or fed upon any lot with the exception of dogs, cats and other household pets; provided however, that no such pets shall be kept or maintained for any commercial purpose. Cattle and horses permitted on any tracts consisting of 3 acres or more.

11. No commercial signage of any sort allowed on any lot with the exception of "For Sale" signs.

12. Tents or campers are permitted to be set up for occasional use upon the property occasional use shall be defined as not exceeding two (2) consecutive weeks or not exceeding three weeks of any consecutive four week period.

13. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste shall not be kept except in sanitary, closed containers. No incinerators or other equipment for the disposal of such material shall be permitted on the premises except a garbage disposal unit attached to the plumbing. There shall be no burning of trash or other refuse on the premises of any portion of the property.

14. No access to any property adjacent to the Rockhouse Trace Subdivision from Rockhouse Trace Subdivision is permitted. This restriction shall not apply to Developer who may access any adjacent property via the Rockhouse Trace Subdivision and rights-of-way.

15. No privy or outside toilet of any sort permitted to be constructed or maintained on any of said lots. Sewage disposal system and drinking water facilities shall be installed and maintained in conformance with all applicable local, state and federal regulations.

16. No junk vehicles or disabled vehicles may be kept, stored, permitted or maintained on the premises.

17. No parking permitted on streets or right-of-ways.

18. All tracts consisting of less than three acres shall be mowed twice yearly, from June 1 until July 31, and from August 1 until September 30, each year.

19. Public utility easements shall be ten (10') feet in width along abutting lot boundaries. Property owners shall be responsible for maintenance of said easements, as well as for mowing right-of-way area from roadway to lot line in front of their lot.

20. Developers may with agreement of a majority of the lot owners amend these restrictions for a period of five (5) years from October 1, 2002.

21. Developer may at their option deed all or a portion of the access road (Jim Laytham Drive) to the County of Clinton; however, that portion of said Jim Laytham Drive from the entrance gate to the river may be so deeded only with the consent of a majority vote of the lot owners of Rockhouse Trace Subdivision.

22. Beginning January 1, 2003 all property owners shall be assessed a fee of \$100.00 per year per lot to be paid to Developer utilized for road and ramp upkeep. Should a Homeowners Association be formed, this money shall be transferred to them and said Homeowners Association may elect to modify this provision.

23. It shall be lawful for any person or entity owning real estate in the Rockhouse Trace Subdivision to take such legal steps as may be deemed necessary against any person party or entity violating or attempting to violate any of these restrictions. Invalidation of any one or more of these covenants shall have no effect on the other covenants and provisions contained herein which remain in full force and effect.

TO HAVE AND TO HOLD the above described real estate together with all appurtenances thereunto belonging unto the party of the second part, his heirs and assigns forever in fee simple with COVENANT OF GENERAL WARRANTY.

IN TESTIMONY WHEREOF: witness the signatures of the party of the first part on this the day and year first above written.

WINFREYS LANDING LLC

BY: 

TITLE: