

Restrictive Covenants

1. **USE.** The property shall not be used for other than single family residential purposes. No commercial activity shall be permitted on the property.
2. **STRUCTURES**
 - a. No residence shall be constructed or permitted to remain on the property unless such residence shall have a minimum of 2,000 square feet exclusive of open or screen porches, terraces, patios, driveways, carports, and garages.
 - b. The exterior of any building, including dirt leveling, must be completed within six months after the beginning of construction.
 - c. All residences shall be site built and prefabricated houses are prohibited.
 - d. The exterior walls of any residence shall consist of not less than seventy percent (70%) masonry construction, brick, stone, and like material.
 - e. All roofs shall be constructed of fireproof material, and all exterior colors, textures and materials shall be compatible with surrounding lots and overall community appearance.
 - f. Block used above the foundation must be covered with stucco.
 - g. Underground utilities shall be minimum depth of eighteen (18) inches.
 - h. No metal housing shall be allowed on the property. No mobile homes or other temporary housing structures may be placed on the property.
 - i. All structures which extend into the water shall meet the following requirements:

1. No part of such structures shall be closer to any projected side property lot line than ten (10) feet.
2. No such structures shall extend more than twenty-five (25) feet parallel to the water's edge and shall be compatible with surrounding waterfront lots and overall community appearance.

j. No part of any building shall be located on the property nearer to any street than twenty (20) feet. No part of any building shall be located nearer than ten (10) feet to any side lot line.

3. **ANIMALS.** Domestic pets are welcome but never for commercial purposes. Dogs, cats and other household pets must have current vaccination, and all animals when not contained on the owner's property shall be accompanied by and controlled by the animal's owner. Dogs that bark to a degree that would be objectionable to a reasonable person must be kept inside the home. Loose, roaming animals are not permitted.

4. **NUISANCES.** No noxious or offensive activity shall be carried on or maintained on the property, nor shall anything be done or permitted thereon which may be or is a nuisance.

5. **GARBAGE AND TRASH DISPOSAL.** Each owner shall keep his or her lot free of trash and garbage. All outside containers for trash and garbage shall be kept within cedar or brick enclosures, except that any other enclosure of the same materials as the residence shall be acceptable. All trash and garbage shall be placed in containers with lids. The burning of trash is prohibited. The owner of the property shall be responsible for placing trash at the front of his lot for regularly scheduled trash pickup.

6. No mobile homes, tents, shacks or other like structures shall be placed on the property at any time, either temporarily or permanently.

7. **UNSIGHTLY STORAGE.** If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted thereon.

8. **OFF-STREET PARKING.** Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking for his vehicles and/or boats.

9. **WEEDS AND TRASH.** The owner of the lot or tract shall keep the same clean and free of trash and such weeds as shall be in keeping with the other property and the community at any particular time.

10. **OIL, GAS AND MINERAL DEVELOPMENTS.** No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind by lot owner shall be permitted upon or in any part of the lands included in the Subdivision.

11. **DRAINAGE STRUCTURES.** Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water.

12. **PUMPING WATER FROM LAKES PROHIBITED.** The pumping of water from any lakes or ponds is prohibited except by permit, in writing, granted by the Holly Lake Homeowners Association.

13. **WATER WELLS.** No water well shall be drilled by the owner or owners thereof so long as water for domestic uses shall otherwise be available to the owner.

14. **BOATING RESTRICTIONS.** Other than on Greenbriar Lake, no outboard or inboard motors larger than (10) horsepower may be used on any lakes or ponds and no waterskiing will be permitted on any lakes or ponds, and on Greenbriar Lake waterskiing and use of motorboats will be subject to the rules and regulations of Holly Lake Ranch Association from time to time in effect.

15. All residences are required to have a driveway surfaced with asphalt, concrete or other similar surfaces.

16. If propane is to be used within a residence, the propane tank must be buried below ground.

17. **TRUCKS, BUSES AND TRAILERS.** No truck or bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck or bus (except a passenger van for personal use) or boat or trailer shall be parked on the driveway or any portion of the lot in such manner as to be visible from the street. Trailers, boats, and recreational vehicles may be parked on a concrete pad.

18. **UTILITY EASEMENTS.** An easement is expressly reserved in, on, over, under and through those portions of the lots as shown on the recorded Plat for the purpose of installing, repairing, and maintaining electric power, water, sewerage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of the original developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements as shown on the map or plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the Subdivision plat shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the original Developer in the vicinity thereof, and shall also inure to the benefit and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on any such easements except those easements being used for underground electric and/or telephone systems, provided: (i) that such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same, (ii) that the right of the owners of such fences, walls and hedges shall at all times be remain subordinate and inferior in every way to the right of the public and private utilities; and (iii) that such public or private utilities at any time may, without liability of any kind to the owner of owners thereof, remove any such fence, wall or hedge where the removal of the same is the incidental to or necessary for the performance of public or private utility operations. No buildings or structures of any character may be erected or allowed to remain on any utility easements.

19. **SEWAGE.** No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to an adequate sewerage disposal system. No outhouses shall be permitted on any part of the property; all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted under any circumstances. No septic tank lateral lines shall be constructed withing twenty-five (25) feet of any lakes or ponds; minimum requirements for the construction of septic tanks and lateral lines are two hundred (200) feet of one foot by four-inch (1' x 4') tile pipe laid in the center of the one foot of wash gravel covered with tar paper in a trench twelve inches wide by twenty-four (12" x 24") deep. Nothing herein contained to the contrary shall prevent the installation and operation of sanitary sewer facilities by a water district or other government authority in said Subdivision.

20. All residences are required to have a garage at least large enough to contain two (2) automobiles.

21. Fencing on all property shall be confined to the rear and side yards and not exceed a height of four (4) feet. No barbed wire, chain link, or solid wood or other privacy fencing will be permitted on deeded property within the residential areas. Fencing for in ground or above ground swimming pools shall not exceed eight (8) feet and shall be ornamental iron type fencing.

22. **Covenants running with the land.** All of the restrictions, covenants and conditions herein provided for shall be and are covenants running with the land.

23. **PARTIAL INVALIDITY.** Invalidation of any of these covenants, restrictions or conditions by court judgement or otherwise, shall not affect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

24. **DURATION OF RESTRICTIONS.**

a. The restrictions and covenants herein provided for and adopted, shall remain in the full force and effect for fifty (50) years, subject to modification or amendment as hereinafter provided.

25. **HEADINGS.** All sections and paragraph heading used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

26. **HOMEOWNERS ASSOCIATION.** Grantee shall within thirty (30) days of the date of the deed to which these restrictions are attached and made a part thereof become a member of the Holly Lake Ranch Association and remain a member. Failure to comply with this requirement shall constitute a breach of the restrictive covenants set forth herein and Grantee shall remain subject to all of the terms and provisions of the by-laws and rules of the Holly Lake Ranch Association as if Grantee had remained a member of the said homeowner's association. The homeowner's association shall also be entitled to enforce all legal remedies available to it.