

TMR

EXHIBIT A RESTRICTIONS FOR:

"LOT #2 EXEMPT SUBDIVISION PLAT FOR CAPITAL LAND, LLC" PB 2023 PG 68 7/10/2023

The transfer of this Property shall be subject to the following restrictions which shall be binding on any heirs, successors, and/or assigns and which shall be attached to any future deed conveyance of this property:

1. This Lot shall only be used for Residential purposes.
2. No single-wide or double-wide mobile homes shall be allowed on this Lot. A Modular Home shall be allowed as long as the structure meets the square footage requirement and garage size below.
3. The minimum square footage of a home on this property shall be 2,500 square feet and shall include at least a 2 car garage. The minimum square footage for a ranch style home shall be 2,000 square feet and shall include at least a 2 car garage.
4. All house plans are subject to approval by developer prior to any construction beginning.
5. No structure of a temporary nature, including but not limited to a trailer, shack, tent, garage, barn, or any other building of a similar nature, shall be used as a residence on this Lot, either temporarily or permanently.
6. Hunting and/or target practice shooting shall be allowed on this Lot but no loud, repetitious types of firearms (such as AR rifles) shall be allowed.
7. No vehicles shall be stored or kept on the property that are abandoned or inoperative which are visible from the road or adjoining neighboring lots.
8. All adjoining lots which have access from the private road shall share equally in the maintenance, repair, and upkeep of that private road so that it is maintained for all types of vehicular and pedestrian traffic for the benefit of each and all of the Owners and their respective successors and or assigns. This maintenance obligation will include keeping the banks and ditches properly contoured so that water properly drains and to make sure that the banks and ditches are properly grassed at all times. Upon the determination by the Owners that the road is in need of any repair, the cost of said repair shall be split equally amongst all Owners who have direct access to said road with said prorated cost being paid within thirty (30) days of notice to the Owners.
9. Communication or radio towers are not allowed to be constructed on this Lot.
10. Any animals which are family pets are allowed on the Lot as long as there are not more than five (5) dogs on any such lot and as long as there are no aggressive dog breeds or exotic animals. Chickens shall be allowed as long as they are housed in a coop or pen. No roosters are allowed. There shall be no kennels or commercial raising of animals or fowl on this Lot. No livestock is allowed. Two (2) horses shall be allowed for any lot with a minimum of at least ten (10) acres and as long as they are in a fenced in area for containment.
11. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage or destruction; provided, however, that if the structure damage is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape the area on which the structure stood or repair or reconstruct the structure. All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion.
12. No trash, rubbish, stored materials, dangerous materials or similar unsightly items shall be allowed to remain on any lot which is visible to the road or by neighboring properties; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units.
13. There shall be a tree protection area from the property line inward onto the Lot for fifteen (15) feet whereby no trees can be cut down except for reasons of utility installation, disease of trees or fall impact danger.
14. This Lot may be subdivided but only into two (2) separate five (5) acre tracts each.
15. Declarant reserves easements of ten (10) feet along the front and rear line of this Lot and five (5) feet along the side lot lines for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing power, gas, telephone service, cable television or other utilities, including water, sanitary sewage service and/or storm drainage facilities.
16. Invalidity of any one or more of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. Any of the above restrictions may be modified and or waived at any time but only with the prior written approval of the developer upon an owners request of such waiver or modification.