

Countryside Covenants

We, R & F Development, Inc. by Steven F. Reilly, President, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as Countryside Section Seven. All streets shown and not heretofore dedicated are hereby dedicated to the public.

From building minimum and maximum setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structures. The strips of ground shown on this plat and marked drainage and utility easement (D & U.E.) are reserved for the use of the public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities. The strips of ground are subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of the other lots in this subdivision.

This subdivision shall be subject to the following restrictions which shall operate as perpetual covenants:

- 1. Drainage Swales (Ditches)** Along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be sited, dug out, filled in, tiled, or otherwise changed without the written permission of the Hancock County Drainage Board (Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts are installed as set out in 7-52.9 of the Hancock County Subdivision Control Ordinance.
- 2. Altering Drainage Swales** Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the Hancock County Drainage Board (Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.
- 3. Corner Lots** No fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 40 feet from the intersection of said street lines (40 feet for minor streets and 75 feet for arterial streets) or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 70 feet of the intersection of two street lines.
- 4. Drains** No sump pump drains or other drains shall outlet out to the street. No drainage structures shall be located within driveway limits.
- 5. Right of way** No trees shall be planted in the Hancock County right-of-way.
- 6. Driveways** All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or brick. No gravel or stone driveways will be permitted.
- 7. Minimum living space areas** The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements below ground level shall contain no less than 1600 square feet of ground floor living area for a one-story structure of 1000 square feet of minimum ground floor area if higher than one-story, provided higher than one-story structures shall have a minimum of 2000 square feet of total living area, and each dwelling shall have a two or three car attached garage.
- 8. Residential Use Only** All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, basement, or other outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard or commercial business will be permitted in the subdivision.
- 9. Building Location** No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for

the primary dwelling. No accessory building shall be located closer to any rear lot than 15 feet, but in no case shall it encroach upon any easement.

- 10. Health Concerns** All water systems and methods of sewage disposal in this subdivision are to be in compliance with the regulations or procedures by the State Board of Health or other civil authority having jurisdiction.
- 11. Nuisance** No nuisance or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
- 12. Completion of time** All residential construction must be completed within one year after the starting date, including the final grading.
- 13. Parking Limitations** No boat, camper, bus or trailer shall be parked closer to the street than the building setback line. No imperative or unlicensed vehicle shall be parked on or attached to any lot in this subdivision or on any street thereof.
- 14. Storage Tanks** All fuel storage tanks in this subdivision shall be buried below ground.
- 15. Fencing** No fence or wall shall be erected or placed on any lot nearer to any street than the front of the residence. All fencing must be maintained in good condition.
- 16. Antennas** Any external TV Antenna or satellite dish shall be placed behind the residence.
- 17. Design Requirements** Each one-story and 1 1/2 story residence shall have an exterior constructed of no less than 85% brick or stone. Each 2 story residence shall have an exterior construction of no less than 50% brick or stone. All exterior siding shall be horizontal with the exception of the gables where vertical siding will be allowed. All chimneys must be brick or stone veneer on all sides. The roof shall be no less than 5/12 pitch. These requirements can be waived by the developer or their assigns. The intent of these waivers is to allow Farmhouse, Victorian, Colonial and similar designs to be built with less brick and stone. With these designs, a brick chimney is still required. Other requirements may be stipulated by the Developer on a case basis during this waiver process. All waivers will be in writing.
- 18. Construction Methods** No modular or container homes will be permitted in this subdivision. No wood foundations shall be permitted.
- 19. Outbuildings** All outbuildings shall be constructed of new materials and be similar in appearance. Similar in appearance shall mean same roof color and same trim color with the residence on the lot on which the building is being built. No metal outbuildings shall be permitted.
- 20. Homeowners Association** Each lot owner shall be required to join the Homeowners Association for the purposes outlined in the Homeowners Association By-laws.
- 21. Swimming Pools** Swimming pools must be placed behind the residence. All pools must be below ground.
- 22. Pets** No animal, livestock, or poultry of any kind shall be raised bred or kept on any lot, except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owners premises.
- 23. Lot Maintenance** All lots in which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
- 24. Duration of Covenants** The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by the vote of those persons who are then the Owners of the majority of the numbered lots in the Development.
- 25. Enforcement of Covenants** The covenants may be enforced by any owner of any of the real estate in this subdivision, including the developer. However, such time as the developer no longer owns any property contained in this subdivision Section 7, the developer no longer has any right, obligation or standing to enforce any covenant herein.
- 26. Severability** Every one of the restrictions is hereby declared to be independent of and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land that the holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.