

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

1. All lots in Stone Cliff subdivision shall be known and described as single family, residential lots and shall be restricted to residential use only.
2. No building or structure shall be located or erected nearer than 10 feet from the side lot lines.
3. No building or structure shall be located or erected nearer than 35 feet from the front lot line or from the road right-of-way.
4. All buildings shall have a minimum of 1100 square feet

of living area, exclusive of garage, basement or carport. Garage or carport must be attached to the home or be constructed of the same material. 19

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 submitted and approved in writing by the Developers and by the Property Owners Association until January 1, 1998, thereafter.

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 lots shall be completed within nine (9) months or 180 working days of the beginning of construction thereon.

7. All utilities to residences or other structures in the Subdivision 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 noxious or offensive trade 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.

9. 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.

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

11. 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 lots in the subdivision.

12. 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.

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

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

15. All driveways shall be paved with either crushed stone, asphalt or concrete surfacing within twelve (12) months of commencement of construction of a residence on the premises of any lot.

16. All lot owners in the Stone Cliff subdivision shall automatically become members of the Stone Cliff Property Owners Association, said Association to provide funding for the common areas and signage maintenance including the payment of utility bills and any other charges incidental to the general operation of subdivision property and common areas. The members of the Association shall pay an annual fee to be determined by a majority vote of the members of the Association. Said annual fee to be

an amount no less than \$200.00 per year subject to approval of Association members. The annual fee is to be paid to that Association member elected as Treasurer. Treasurer shall keep and maintain a bank account for the purpose of payment of costs related to maintenance as provided herein. Each lot shall be entitled to one (1) vote. Lot owner is qualified to vote when annual dues are current. Any lot owner not maintaining current status is not eligible to vote on any matter presented to the Association.

17. These covenants and restrictions shall run with the land and shall be binding on the land and upon all owners of same for a period of 20 years from date of this instrument, at which time they shall automatically extend for periods of 10 years unless amended in whole or in part by unanimous vote of all lot owners; provided, however, that the Developers may amend said restrictions in whole or in part for a period of one (1) year from date of this instrument without the concurrence of the individual lot owners.

18. It shall be lawful for any person or entity owning real estate in the 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 affect on the other covenants and provisions contained herein which remain in full force and effect.

19. Lots and tracts shall be mowed twice yearly, from June 1 until July 31, and from August 1 until September 30; or if not mowed, lots may be mowed by the Association and a lien for lot maintenance and mowing shall then exist upon said lot or lots in favor of the Association.

20. No access to Lot #1, #2, and #3 in Block C onto Butler Ridge Road.

21. No access to Lot #4, Block C within 75 feet of corner of Lots #3 and #4 at entrance off Stone Cliff Road.

TO HAVE AND TO HOLD the above described real estate together with all appurtenances thereunto belonging unto the parties of the second part, jointly and in equal proportions for and during their joint lives with remainder in fee simple to the survivor of themtheir heirs and assigns forever, with COVENANT OF GENERAL WARRANTY.

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