

GLENLAKE PROTECTIVE COVENANTS

For purposes of these covenants, developer shall be Glenbrook/Glenlake Property Owners' Association, Inc., its assigns or designated agents. The developer hereby declares that the real property described is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth, as follows:

1. The floor area, commonly referred to as living area or heated and cooled area of the structure, excluding garage and porches, shall not be less than 2,400 square feet. (However the developer retains the right to reduce this requirement to an absolute minimum of 2,200 square feet, on a case-by-case basis, while insuring that such occasional reduction in size would not materially degrade the overall compatibility and value of the development. Developer also retains the right to increase the square footage requirement in certain areas of the development.) Any two story dwelling must have a base floor of no less than 2,000 square feet of heated and cooled area. All structures are to be built of new material and be predominately brick construction. Only one primary residence may be constructed on the property described in the deed attached hereto and said property shall be used only for residential purposes. The described property as sold in the original deed shall not be subdivided into additional lots, it being the intent of the developer to reserve the integrity of the development.

All concrete floor levels of heated area of all homes constructed in development shall be eighteen inches (18") above finished yard grade. All conventional floors shall be thirty two inches (32") above finished yard grade.

2. Plans for the construction of all dwellings, outside storage buildings, detached garages, fences, driveways and drive entrances, swimming pools, etc., and any modifications thereto, shall be presented to the developer or developer's successors or assigns prior to any construction for verification of square footage and to insure that architectural standards of the development are met. Such plans must be of sufficient detail to clearly show the positioning of each structure and their relative positioning with each other. The developer does maintain the right to refuse any proposed plans if they are not architecturally suitable and aesthetically compatible. No construction shall commence prior to written approval being obtained from the developer or its assigns. All structures must be completed in a timely manner, reasonably set by developer, or its assigns. Decorative and leisure structures may be allowed subject to developer's written approval. All structures must be landscaped carefully and professionally to meet developer's approval. Large animal statues that are visible from road will not be allowed. Exterior colors of all structures must be approved by developer.

11. No animals or pets shall be allowed outside the house except as follows:
 - A. A maximum of 2 dogs and/or 2 cats over 3 months of age.
 - B. All dogs must be kept in fenced areas, except while being walked on a lease. All dog pens placed on any lots must be approved by developer for location, type of material, quality, size, etc.
 - C. No viscous dogs; nor dogs of those breeds, specifically named as Rottweiler, Mastiff, Pit Bulldog, German Shepard, Chow, and Doberman Pinscher, to include crossbreeds or part-breeds thereof; shall be allowed in the development under any circumstances. If a situation should arise whereby a particular dog of any breed has demonstrated viscous tendencies or behavior, then the developer, its representative, or it assigns, shall have authority to require removal of such dog from the development. The intent of this restrictions is to allow all residents the peaceful enjoyment of their property without fear of the escape of a viscous animal that might endanger life of limb.
 - D. No livestock or poultry of any kind shall be raised, bred, or kept on any lot.
12. The following shall not be allowed on subject property, to-wit:
 - A. Commercial equipment storage or commercial activities of any kind.
 - B. Signs, other than property for sale signs.
 - C. Any automobile that does not have a current license plate and inspection sticker. Long term outside storage of any automobile. Large Commercial vehicles. Automobile parking in front yard.
 - D. Mobile homes or large trucks, except for delivery activities to property. Tractor or other machinery, except lawn care equipment for use on premises.
 - E. Mobile homes, travel trailers, trailers, off road vehicles, and boats unless store same inside a closed garage.
 - F. Permanent or overnight parking on road or road right-of-way.
 - G. Hunting or discharge of firearms.
 - H. Clothes-lines.

3. That each lot shall be restricted to one outside, completely closed, storage building, not exceeding 600 square feet in size, unless developer waives with written approval, and that said storage building shall be constructed of same material as the dwelling. A detached garage which shall be of same materials and design as the dwelling will be permitted. The maximum size of said garage shall be that necessary to accommodate only three cars and shall contain no more than 400 square feet of additional ground floor storage space, unless developer waives with written approval. All garage entrances must have a garage door and should be closed when not in use. All garage entrances should be constructed on the side or back of homes if possible.
4. All mailboxes throughout Glenlake shall be of similar design or color, specified by developer. No isolated brick mailboxes will be allowed.
5. Fences may be installed in back yard only, unless developer approves differently. No cyclone fences will be allowed. All fences must be approved by developer.
6. All driveways must be of brick or concrete pavement construction.
7. No house shall be built within 15 feet of side lot lines, or within 30 feet of front and back lot lines, unless developer waives with written approval. Two or more lots may be combined into one lot, in which case the interior lot line may be disregarded in so far as side yard requirements are concerned. Combined lots may not be divided, except back to original lot dimensions, and easements.
8. A 15 foot utility access easement is retained on each side of all property lines and on each side of all existing utility lines, unless developer waives with written approval.
9. No obnoxious or offensive activity shall be carried out upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; nor shall the operation or maintenance of any illegal or immoral activity be permitted or tolerated at any point within the said development.
10. Property owners shall keep their property free and clear of all debris and household garbage at all times. Garbage must be removed, not burned. Maintenance of yards shall include cutting the grass regularly and controlling erosion. Maintenance of all structures shall include cleaning or painting of metal, woodwork, etc., as needed and repairing any damages. Vacant or empty lots shall be clipped regularly and kept clean. Lakeside lot owners shall keep grass and weeds clipped regularly on lake water's edge.

- I. Visible home radio and TV antennas. TV satellite dishes exceeding 18" in diameter.
- J. Above ground utility lines. Light poles, unless approved by developer.
- K. Above ground swimming pools.
- L. Outside storage cluttering of any abandoned material/objects that might impair the integrity of the development.

13. The use of off-road vehicles will not be allowed. The use of golf carts and maintenance equipment will not be allowed but must be stored in closed garage when not in use.

14. LAKE RESTRICTIONS

- A. The minimum rear or side setback for a residence shall be fifty (50) feet from the normal high water line of the lake, unless developer waives written approval.
- B. The minimum setback for privacy fences will be thirty (30) feet from the normal high water line.
- C. Lake owners may construct and maintain a private lake pier or patio of a size not to exceed one hundred square feet (100 sq. ft.). Said pier shall not extend into lake more than eight (8) feet past the normal high water line of lake, and shall not be more than twenty four (24) inches above the normal high water line of the lake. Said pier must be build of high quality construction. The developer or assigns will review and approve the plants for all such structures. The owner of any lake front pier or patio will be specifically responsible for maintenance and repair of the structures and will keep them neat, orderly, and free of trash or debris. If any of these structures is determined by the developer or assigns to be unsightly, unkept, a nuisance, or determinant to the lake or the development, then the owners will have option to correct the problem or remove the structure. If the owner fails or refuses to correct the problem, the developer or assigns will remove the structure at the owners expense.
- D. Lake is to be used only by lake homeowners and theirs respective house guest.
- E. No water skiing or operation of personal water craft such as "Wave Runners" shall be allowed on subject lake. Fishing, sailing, and boating will be allowed.

F. All water craft shall be limited to twelve (12) feet in length or any other reasonable length determined by developer or assigns and water craft shall be nonmotorized except that electric trolling motors will be permitted.

G. All boats are to be removed from lake to storage after use. House boats and boat houses are prohibited.

H. Trot line fishing, jugging, or netting will not be allowed.

I. Use of the actual lake shall be limited to the house of 7:00 a.m. till 8:00 p.m. or any other reasonable time to be determined by the developer or assigns.

J. Swimming in the lake is specifically prohibited.

K. The owner of each lot adjacent to lake shall landscape and maintain all that part of his lot which is visible from the lake area in an attractive, well kept manner consistent with the overall landscaping plan of the entire lake.

15. Enforcement shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any restrictive covenant either to restrain violation or to recover damage.

16. In the event any restrictive covenant is declared by the courts to be invalid, the same shall not affect the validity of the covenants as a whole or any part thereof other than the part so declared to be invalid.

THE UNDERSIGNED HAVE READ THE ABOVE RESTRICTIONS AND AGREE TO ABIDE BY SAME.

Purchaser

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