

**PLAT OF
COMMUNITY OPEN SPACE
INCLUDING THE RESUBDIVISION OF
LOTS 45 AND 46 OF PRESTON WOODS
SECTION 1 PHASE 2**

SURVEYORS RECORD

Book 31 Page 219
4-6-01

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PROTECTIVE COVENANTS & RESTRICTIONS

1. **LAND USE** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two car garage.

2. **BUILDING LOCATION** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat; provided, however, if the appropriate government authorities shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this restriction, eaves, steps, and open porches shall not be considered as a part of a building provided, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

3. **NUISANCES** No obnoxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. **TEMPORARY STRUCTURES** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. **ANIMALS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except the dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. **SOIL REMOVAL** No soil shall be removed for any commercial purpose.

7. **SIGNS** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. **WASTE DISPOSAL** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view of the general public. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **MISCELLANEOUS RESTRICTIONS** The following structures and improvements shall not be permitted on any lot in the subdivision:

- a. satellite dishes;
- b. solar panels;
- c. storage tanks, whether above or below the ground (except in conjunction with gas grills);
- d. outdoor clotheslines;
- e. outdoor antenna;
- f. above-ground pools (except hot tubs);
- g. no window air conditioner units on any window facing the street; and
- h. metal storage buildings.

10. **SIGHT DISTANCE AT INTERSECTION** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. **VEHICLES NOT IN USE** No automobile or motor-driven vehicle shall be left upon or in front of a lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot.

12. **BOAT, TRAILER AND VEHICLE PARKING AND STORAGE** No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the property for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

13. **STORAGE BUILDINGS** Notwithstanding the provisions of Section 1, not more than one storage building may be located on a lot in addition to the dwelling; provided that any such storage building must be constructed of wood and not exceed 12 feet in height or 100 square feet in floor area. Notwithstanding the provisions of Section 3, no storage building shall be located closer than 25 feet to any building line on the recorded plat, except if a lot has a building line along both the front and rear of the lot, this provision does not apply to the building line along the rear of the lot. In no event shall any storage building be located closer to any street than the building line shown on the recorded plat.

14. **FENCES AND WALLS** Fences or walls are permitted in accordance with the following requirements:
A. Fences or walls shall be constructed of wood, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

B. No fence or wall shall be constructed in excess of 60 inches above finished grade.

C. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except ornamental railings, walls or fences not exceeding 3 feet in height located on or adjacent to entrance platforms or steps.

15. **TERM** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. **GRADING AND DRAINAGE** Without prior written consent of Grantor, no construction, grading or other improvements shall be made to any lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configuration.

17. **ENFORCEMENT** The owner of any lot may enforce these restrictions by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation to enforce compliance or to recover damages. No failure to object to any violation or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or to one occurring prior to or subsequent thereto.

18. **SEVERABILITY** Invalidation of any one of these restrictions by judgement or court order shall in no way affect any other restrictions which shall remain in full force and effect.

19. **AMENDMENT BY GRANTOR** Grantor reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure government approval for mortgage financing purposes. The recordation of such amendment shall be sufficient evidence of such purposes. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

In the event the subdivision in which said lots are located or any portion thereof shall be resubdivided at any time or times, then these restrictions shall apply to each lot in such resubdivision as constituted after such resubdivision, and these restrictions shall not apply in any way with respect to the lots in such resubdivision as such lots were theretofore constituted. These restrictions shall not apply in any way with respect to any areas designated as reserves in said subdivision or any such resubdivision.