

## The Farm Subdivision, Phase 2

### Reservations and Easements

1. Easements for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist and no subsequent purchaser or owner shall obstruct any natural drainage course.
3. No tract of land laid out in The Farm Subdivision, Phase 2, shall be used as a street without written consent from the developer.

### General Restrictions

1. Use. The lots within The Farm Subdivision, Phase 2, shall be for single family residences only. No residence shall be used for rental purposes or occupied by anyone other than the owner of the lot without written permission from the developer. No more than one residence shall exist on a single lot. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected on any of the lots without the written consent of the developer. Garages may be attached or detached from the residence, must follow a design similar to that of the residence, and shall be used primarily for the storage of automobiles.
2. Structures-Materials. Exteriors of any structure including residences, garages, and retaining walls shall not be constructed of concrete blocks, aluminum siding, or cinder blocks. No mobile homes, mobile home kindred, manufactured homes, prefabricated homes or modular homes shall be erected or maintained within The Farm at Rangewood Subdivision. Driveways shall consist be constructed of concrete. All electrical service drops to any structure are to be underground.
3. Structure-size and Shape. One story residences shall have no less than 1800 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two stories and one and a half story residences shall have no less than 2100 square feet total, exclusive of open porches and garages. Finished basement areas do not count as required footage as stated above. Pre-approved plans with developer before construction.
4. Structures-Construction. Materials must be placed upon the lot in which the residence is to be constructed; no material may be placed upon the street without the consent of the developer. No residence may be in any manner occupied until complete and made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth and a certificate of occupancy granted from Sullivan County.

**A.** Building Materials for The Farm Subdivision, Phase 2:

All structures must have brick or laid natural stone/synthetic stone on the foundation on all sides. The front façade may be a combination of any two or more of brick, stone, concrete board siding, nichia siding, cedar shake siding, vinyl siding, vinyl cedar shake siding, or synthetic stucco. The sides shall be of brick, stone, concrete board siding, nichia siding, cedar shake siding, vinyl nichia siding, vinyl cedar shake siding, synthetic stucco or vinyl siding may be permitted. The rear shall be of brick, stone, concrete board, nichia siding, cedar shake siding, vinyl nichia siding, vinyl cedar shake siding, synthetic stucco, or vinyl siding may be permitted. The front portion of the roof shall consist of architectural style shingles, with standing seam metal roofs for accent purposes only. The developer may be contacted with any questions pertaining to materials, construction, or any other matters as related to the subdivision. Vinyl may be permitted for soffit use. **Note: High quality vinyl shake or any architectural vinyl siding may be permitted, but must be approved by the developer. All construction plans must be approved with the developer prior to construction and certain streets may have different requirements or ratios of materials. The developer reserves the right to amend the restrictions.**

5. Construction Clean-Up. During the course of construction, the jobsite shall be kept neat and orderly, excess material, trash, and debris shall not be allowed to accumulate on the site. Measures must be taken to prevent jobsite debris from relocating to adjoining lots.
6. Approval of Plans. For the purpose of insuring that The Farm at Rangewood Subdivision remains a quality neighborhood, the developer reserves the right to approve the homes and other improvements placed on each lot. To be considered for approval, the homeowner or builder must provide the developer with a complete set of architectural plans, site plan showing building setbacks, retaining walls, driveway location, and exterior color scheme.
7. Subdivision and Addition of Lots. Each lot as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. No lot shall be subdivided without the approval of the developer.
8. Lines. Setback lines shall be used as require by applicable governmental regulation, but, in any event, the front setback shall be a minimum of 15 feet and side yards 7.5 feet.
9. Other. Fences shall in no way be chain fabric or wire in any configuration, nor may fence posts or rails be of a non-decorative metal or material. Mailboxes shall be of a uniform design with the other adjoining houses.
10. Nuisances. Except as stated in the paragraph below, no cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot. No clothesline or drying yards shall be permitted. No weeds, underbrush or any unsightly growths shall be allowed to grow and no refuse pile(s) will be allowed. No trash, ashes or any other refuse may be thrown or dumped on any lot (whether

vacant or not), street right of way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors shall be allowed or kept upon any lot, nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet or comfort of surrounding property. Specifically prohibited, but without imitation thereto, is the keeping of any motor vehicle, including cars, trucks, motorcycles, designed intended or actually used for the off-road purpose of track racing, dirt bike racing, motor-cross raiding, or the like.

This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles. Furthermore, no boat, motor home or camper may be stored on any lot, street, or driveway.

11. Pets. Dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the developer.
12. Water Supply. No individual water supply systems, including wells shall be permitted.
  - A. Septic Tanks. All homeowners are responsible for the installation and maintenance of their own septic system.
13. Remedies for Violations. A violation or breach of any of these Reservations and Restrictions by any home owner, shall result in a verbal warning from the developer. Should the homeowner fail to comply, the homeowner shall be charged with the cost involved to remedy the problem. In no way shall this be deemed a trespass on the property of the homeowner when the selected contractor/person makes the necessary repairs needed to the homeowners lot/home. Should the homeowner fail to pay the charges within 30 days, the developer reserves the right to proceed to a court of law, with such expense as legal fees, removal or repairs, or anything listed upon the Reservations and Restrictions of The Farm Subdivision, Phase 2, a lien shall be filed against the homeowner in favor of the developer.
14. Changes to Restrictive Covenants. Until all the lots have been conveyed the developer reserves the right to amend restrictive covenants or to waive or modify any restrictions of any lot in the development.
15. Homeowner Association Fees. Residents of The Farm at Rangewood will be required to pay monthly fees in order to cover the cost of streetlights, landscaping and of public areas, and the entrance including the sign. This fee initially will be between \$50.00 to \$75.00 to be set by the developer based on the initial budget.
16. Covenants to Run with the Land. These restrictions shall be deemed to be covenants running with the land and binding upon the owner, its heirs, successors and assigns.