

Restrictions for The Bluffs

1. No subdividing a lot more than once.
2. One single family residence per lot of permanent construction. Minimum above ground living space of 1,500 square feet. Minimum of 1,000 square feet on the first floor, if more than one story. Once construction begins on the residence, construction must be completed within 12 months. Mobile homes, modular homes, and earth contact homes are not permitted.
3. No construction closer than 40 feet to the road easement.
4. No road may be constructed or road easement granted connecting subdivision roads to land outside the subdivision other than by the undersigned developer.
5. Sewage systems must be to the rear of the residence. Unless, it is an engineered system (with no lagoon) and there is minimal visibility from the subdivision road. No lagoons are allowed.
6. No structure of temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used as a place of residence, temporary or permanently. A temporary structure can be placed on the lot for one-year if actively building on a residence is taking place. An additional one-year may be granted if active building is progressing to a completion date within that year. This temporary structure must be kept as to not detract from the clean, organized look of the development or detour future sales of the lots.
7. No unlicensed vehicles, salvage, dumping or other visible storage of refuse which constitutes a nuisance or annoyance to the neighborhood are not permitted.
8. No mining of any kind shall be permitted.
9. Grass must be mowed to be kept less than 1 foot.
10. No hogs.
11. No animals or livestock may be raised for commercial purposes.

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12. No feedlots.

13. No commercial businesses.

14. Any lot owner who owns two or more connecting tracts will be considered a single lot owner entitled to one vote and may be assessed as only on lot, except the developer, who will have one vote for each unsold lot. The undersigned developer has no responsibility for enforcement of the restrictions other than as a lot owner or trustee. If a lot is split, each lot is still worth one vote.

15. Lot owners shall be assessed \$150.00 per year for road maintenance. At the time of purchase, each lot owner becomes jointly responsible for the cost of maintenance and for the cost of improvements on the road as originally constructed.

16. Assessments are due within 30 days after notice. After the due date the assessments will bear a 10% per annual charge paid and such assessment interest shall constitute a lien upon said lot, said lien to be filed for record by the trustees.

17. Any owner who violates the restrictions may be subject to a suit for non-compliance by an individual owner at his own expense, or by the subdivision trustee when so directed by a majority of owners at the expense of all lot owners.

18. The trustees will comprise of Shelton Brothers Construction, Inc. and will be the governing body for the development. They shall have the right to prepare and enforce all reasonable rules and regulations for the enforcement of these restrictions and covenants; and they shall be authorized to grant variances for unusual conditions. Fees are collected on June 1st of each year.

19. The first board of trustees shall consist of Shelton Brothers Construction, Inc. and shall serve until December 31, 2022. Afterwards, a new board of lot owners shall be elected for 3 year terms by the lot owners. The remaining trustees shall select a lot owner to fill any vacancy caused by resignation.

20. These provisions may be revised by a 60% vote of the owners, one vote per lot.