

This conveyance is made subject to the following protective covenants, conditions, restrictions and easements, to wit:

1. No structure shall be erected on this lot other than one single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purpose of a single family.
2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantor, provided, however that adjacent lot owners or purchasers may acquire an additional lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or such portion to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot.
3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly adapted to the terrain of each lot, the Grantors retain full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage or structure of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete plan, specifically propose design and location thereof on the lot, shall have been submitted to the Grantors or a committee designed in writing by them for approval shall not be unreasonably withheld and shall be given or denied in writing within ten (10) days of their submission to the Grantors or their architectural committee as the case may be.
4. The mailbox will be provided by the Grantee. Lettering of any mailbox or delivery receptacle and support must be approved by the Grantor, together with property identification markers. Typical designs will be supplied upon request.
5. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in this subdivision or any block of this subdivision, any municipal regulations to the contrary notwithstanding. If this lot is not a corner lot, the building line on this lot shall not be closer than 5 feet to said side line and no closer than 25 feet to the street said lot fronts; if this lot is a corner than 12.5 feet to said side line and no closer than 25 feet to the street said lot fronts.
6. No noxious or offensive activity or other thing shall be had or done upon any lot hereby conveyed, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, or other such animals shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situations shall be permitted on any such lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on said lot which shall pollute the water of any lake, stream or pond.

7. No tent, shack, trailer, school bus, camper, boat, or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed; provided, however that a camper, boat or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept behind the house, out of sight from the street or neighbor's house, at all times. No clotheslines shall be allowed to be visible from any street or neighbor's house. The lots, property and premises shall be kept clean at all times. If such litter or other materials are found on any lot, the same shall be removed by the lot/house owner, at his own expense, upon written request by the Architectural Control Committee.

8. Purchaser further agrees that if a security and/or protection system is put into operation for the protection of the residents and homeowners in the development, purchaser will be responsible for paying his pro-rata share of such protection.

9. A plot plan, showing the position of the house on the lot, must be presented for approval before any clearing is done or trees removed from the lot.

10. A sketch plan, showing the front and rear elevations must be approved by the Architectural Control Committee before constructions begins.

11. House plans and specifications must be approved by the Chairman of the Architectural Control Committee (Developer) before construction begins.

12. It is understood that the above restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions, however, shall be construed to be for the benefit of the Grantor alone, who reserves the right to alter, amend, or release the same at will.

13. Purchaser will be responsible for paying Property Taxes on this lot at such time as taxes are assessed on a per lot basis.

14. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, except as specifically approved in writing by the developer, his agent or the Chairman of the Architectural Control Committee. No signs, as above described, shall be nailed or fastened to any tree at any time.

15. It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and Grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the County.

16. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

17. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Architectural Control Committee.

18. No radio or television transmission or reception towers or antennae shall be erected on the property, unless cable television is not available to a lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof-ridge of any house will be permitted. In no event shall free-standing transmission or receiving towers be permitted. Nor shall any satellite dishes be permitted without the written consent of the Grantor.

19. Neither developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work according to such plans and specifications approved by the Architectural Control Committee. Further, neither developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this declaration by reason of mistake in judgement, negligence, or non-feasance arising out or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits such plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against developer, or any member of the Architectural Control Committee, to recover for any such damages.

20. All driveways, sidewalks and entrances to garages or houses shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

21. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth on this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

22. If any sentence, clause or paragraph of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, it shall in no way effect the validity or enforceability of any other sentence, clause or paragraph hereof.

23. Covenants, conditions, restrictions and easements set forth herewith are for and to follow those lots below described as shown on a plat prepared by Johnny T. Johnson & Associates, Inc., dated September 6, 1983, revised September 23, 1983, revised June 8, 1991 depicting Williamsburg East Subdivision, Phases I and II.

24. A fence will be constructed by developer and along the property line of lots on Alpine/Old Percival Road, and Satchelford Road. The fence shall be owned and maintained in perpetuity at the sole expense of the owners of such lots on a pro rata basis. No fences may be constructed on any lots adjoining said property line.

25. The entrance gates and the perimeter areas not deeded with the lots to the Williamsburg East Subdivision and the common areas shall be maintained by the Homeowners of the subdivision and all upkeep, maintenance, landscaping, irrigation and etc., will be the responsibility of the Homeowners on a pro rata basis. If the developer desires to create a Homeowners Association for the purpose of the above, each Homeowner would be required to participate on a pro rata basis.

26. Developer owns adjoining or adjacent land which may be developed for single family, multi-family or commercial uses or some combination thereof.

27. Any builder agrees that during construction that he will have all debris, rubbish, non-used materials removed from the construction site on a periodic basis to insure a clean and neat appearance throughout the subdivision.

28. An easement is reserved unto the Grantors over the front and rear eight (8) feet and along each side line of each lot hereby conveyed, for the purposes of utility installations, rights-of-ways, bridle paths and the operation and maintenance thereof; and for fifteen (15) feet over existing sewer lines for the maintenance thereof.

29. No mobile or fixed basketball goals can be erected on any lots or streets in the subdivision.

30. No fires of any kind are allowed on any lots during construction of a home on said lot or any lot adjoining it.

31. Permission must be received in writing from the Developer prior to painting the exterior of any home or structure in the subdivision.

