

**RESTRICTIONS and REQUIREMENTS**  
for  
**BUCK CREEK ESTATES SECTION 1**

Purchaser(s) hereby agree that:

1. Tracts shall be used solely for single family residential purposes only.
2. Site built homes, modular homes, new manufactured homes and pre-owned manufactured homes (subject to approval as set forth below) are allowed, provided they are in good condition, are of good quality workmanship and meet the requirements set forth herein. Homes must contain at least 1250 square feet of heated living space, exclusive of porches, basements, breezeways and attached garages.
3. Pre-owned homes less than ten years old are allowed by Plateau Properties, Inc. (Seller), but must be preapproved by Seller for a period of five years from the date of sale. The request for approval of a pre-owned manufactured home must be submitted in writing to Seller not less than twenty five (25) days prior to moving the home onto the property. The request shall include the current address of the subject home. Seller will furnish a written receipt upon receiving the request, and shall submit an approval or disapproval within ten (10) days of receipt of the request. If the Seller fails to submit a response within ten (10) days of the receipt of the request the pre-owned manufactured home shall be deemed approved.
4. No motor home, any other type of movable home, basement, foundation, unfinished dwelling, tent or garage shall be used at any time as a temporary shelter or residence on the property.
5. Permanent or long term storage of motor homes, boats, campers and other large vehicles shall be in garages or to the rear of the tract out of sight from the street.
6. Driveway culverts shall meet county highway department specifications and installed at all driveways. The highway department requires culverts to be galvanized metal and a minimum of fifteen (15") inches in diameter.
7. An approved state health department conventional sewer system (septic tank and field lines) must be installed for each dwelling.
8. No tract shall be used for obnoxious or offensive activity; nor shall any tract be used for dumping junk, trash, waste materials, offensive materials, and storing of abandoned vehicles.
9. Up to two (2) outside domestic dogs, two (2) outside domestic cats, and up to a dozen (12) chickens are allowed, provided they are kept as pets and not kept, bred or maintained for commercial purposes. Farm animals shall be allowed as long as they are kept fenced and to the rear of the tract with a set back of at least two hundred (200') feet from any road right-of-way, with no more than one farm animal per every two acres under fence.
10. All buildings shall be set back a minimum of thirty-five (35) feet from the road right-of-way. A ten (10) foot wide utility and drainage easement is reserved on each side of all side lot lines; a twenty (20) foot wide utility and drainage easement is reserved along the rear of each tract; and a twenty (20) foot wide utility easement parallel to the right-of-way is reserved along the front of each tract.
11. No trees shall be cut within ten (10) feet of the side and rear property lines to preserve surveyed tract lines, and to provide a visual buffer from neighbors, although it is agreed trees may be cut on the utility easements for utility installation and drainage purposes, but only as required by the utility company and approved by the Seller.
12. No commercial use of the property shall be allowed.

These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any tract and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any tract to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to sue for damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the development, their heirs, assigns or successors, to institute any such action or proceeding.

These covenants and restrictions shall be binding for a period of twenty (20) years from the date of recording, and shall renew automatically for periods of ten (10) years, provided, however, that these covenants and restrictions may be altered or amended at any time by the affirmative vote of not less than sixty seven (67%) percent of the owners in the development.

Invalidation of any of these covenants and restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants and restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

I have read and understand the above restrictions and I am aware that violations of these restrictions may result in Plateau Properties, Inc., Trustee canceling my Land Sales Contract. I understand that these restrictions shall become a part of my deed once the property is paid for.

Executed this 14th day of September, 2015.

Jonathan Perry  
Purchaser

Witnessed by: Rachel Thorne

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Purchaser