Secret Cove

Restrictions

- (1) No structure shall be erected or placed on said lot other than one single family dwelling and attached or detached garage or carport of similar design. No use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family; provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. NO BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR ANY OTHER STRUCTURE OF ANY KIND SHALL BE BEGUN, ERECTED OR PLACED OF SAID LOT UNTIL THE BUILDING PLANS, SPECIFICATIONS, DESIGNATOR PROTECTION SHOWING THE LOCATION OF SUCH BUILDING, FENCE, BASICEBAL FROM LABOR STRUCTURE ON THE LOT IN QUESTION HAVE FIRST BEEN APPROVED BY GRANTOR OR GRANTOR'S NOMINEE OR SOME OTHER PERSON OF PERSONS DESIGNATED BY THE GRANTOR IN WRITING (see Paragraph Twenty-four (24) hereof) AS TO CENTROL ATTY IN SIZE, TYPE AND QUALITY, AND AS TO HARMONY OF DESIGN WITH 241 AND UR EXISTING STRUCTURES IN THE GENERAL AREA AND AS TO LOCATION OF THE BUILDING, FENCE, BASKETBALL GOAL GAZERO OR STRUCTURE WITH RESPECT TO TOPOGRAPHY AND GROUND ELEVATION: ALSO ALL PLANS ARE TO BE APPROVED IN WRITING BY GRANTOR OR FIR NOMINEE, AS AFORESAID. The approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or his nomines shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the Granton or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- (2) Mallboxes, entrance gates, fences, lights and all other streetscapes must conform to the design standard established by Grantor or his nominee following the procedures set forth in Paragraph One (1).
- (3) All trees with a diameter of six (6) inches or more to be removed must be marked and approved by the Grantor or Grantor's nominee (see Paragraph Twenty-four (24). To enhance the quality and harmony of the general area the Grantor or Grantor's nominee can deny the removal of any tree which is not located within the perimeter of the house. A tree survey at the grantee's expense will be required.
- (4) No dwelling shall be erected on said lot with less than 2,400 square feet of floor space exclusive of basement, attic, porches, garage or carport; nor shall said dwelling as hereinabove defined cost less than One Hundred Thirty Thousand Dollars and No Cents (\$130,000.00). All

garage doors shall be kept closed except when the garage is in specific use.

- (5) No building, other structure or any improvement shall be located on said lot, within ******** feet of the northern sideline, within ******* feet of the eastern sideline, within ******** feet of the western sideline, within ******* of the front line and within ******* feet of the southern sideline.
 - (6) The lot may not be subdivided or reduced in size.
- (7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on said lot as a residence either temporarily or permanently.
- (8) No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot.
- (9) No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two and three wheeled vehicles in a manner which will disturb other residents.
- (10) Perpetual nonexclusive easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Grantor along each side line and the rear line of said lot fifteen (15') feet in width and along the road side of said lot fifteen (15') feet in width. Driveways will be permitted in the easement.
- (11) The Grantor has a substantial investment in the utilities installed in Secret Cove. The Grantees hereunder shall grant no easement or right-of-way to any utility company across any part of the Grantees' lot to connect utility lines in Secret Cove with lines on property which is not a part of the Secret Cove development developed by the Grantor without reasonable payment to the Grantor and the Grantor's consent.
- (12) No lot nor any part of any lot shall be used as a street without the written consent of Grantor or Grantor's nominee.
- (13) No sign shall be erected on said lot or posted on any building except one "For Sale" or "Sold" signs which shall not exceed two feet by three feet in dimension. A "sold" sign shall not remain on the lot for longer than ten (10) days after the lot has closed.
- (14) All driveways shall be paved from the street or adjoining right-of-way to the point where the driveway ends at the dwelling on said lot, to be of concrete or asphalt material of good quality and properly installed, to be done prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner.

- (15) All camping buses, panel trucks, school buses, or boats, trailers or camping equipment and similar non-self- propelled vehicles shall be parked or stored in a manner so that they are not located within the restricted area described in Paragraph Five (5) hereof and shall be shielded from view.
- (16) No satellite dish or like device can be located on the lot. All exterior television, radio and like antennas must be approved by Grantor or Grantor's nominee.
- (17) Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Grantor or Grantor's nominee has the right to subcontract the needed maintenance and upkeep required. The lot owner will bear these expenses. The Grantor will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Grantor or Grantor's nominee has the right to subcontract maintenance and general upkeep for the lot owner.
- (a) Construction of the house should take no longer than twelve months. The time period shall start when the foundation or basement is dug and end when the later of these two occurs: exterior of the house is complete or the landscaping of the lot. A penalty of \$1,000.00 per month will be assessed, payable to Secret Cove Homeowners Association, Inc. if the above provisions are not met.
- (b) At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT HIS GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.
- (18) No firearms, pellet guns, sling shots or BB guns may be fired or used on any lot or in any street in Secret Cove.
- (19) Grantor or Grantor's nominee may proceed to enjoin or to take other legal steps against Grantees' heirs and assigns, to prevent the violation or attempted violation of any provisions of this deed. Grantor's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Grantor is under no obligation to institute any such proceedings, although Grantor reserves the right to do so.
- (20) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument is signed by the Grantor or Grantor's nominee and the Grantees, Grantees' heirs and assigns, agreeing to change said covenants in whole or in part.

- (21) Nothing in these covenants or restrictions shall be construed as requiring Grantor to bear any expense as to any activity or installation conducted, required or imposed with respect to any land acquired from Grantor. Grantor is expressly under no obligation to provide or install any utilities within any part of the subdivision.
- (22) Grantor or Grantor's nominee reserves the right to change the restrictions contained in Paragraph Five (5) above, for the unintentional violation of same, but such change shall not exceed twenty (20%) per cent of such building line restrictions.
- (23) These covenants and restrictions may be revised, revoked, substituted, amended, modified or otherwise altered by the Grantor or Grantor's nominee and the Grantees, Grantees' heirs and assigns.
- (24) Grantor hereby names Robert P. Wilkins, Jr. as Grantor's nominee. If for any reason he is unable or unwilling to serve, the following are named as substitutes in the order named: Robert P. Wilkins, Sr., Rose Anne Wilkins, Rose T. Wilkins, and Sarah W. Weiss. Grantor further reserves the right to revoke this designation and to name some other person or persons in writing.
- (25) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- (26) The Grantees herein, by acceptance and recordation of this deed expressly agrees to abide thereby, and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the Grantees and the Grantees' heirs and assigns.