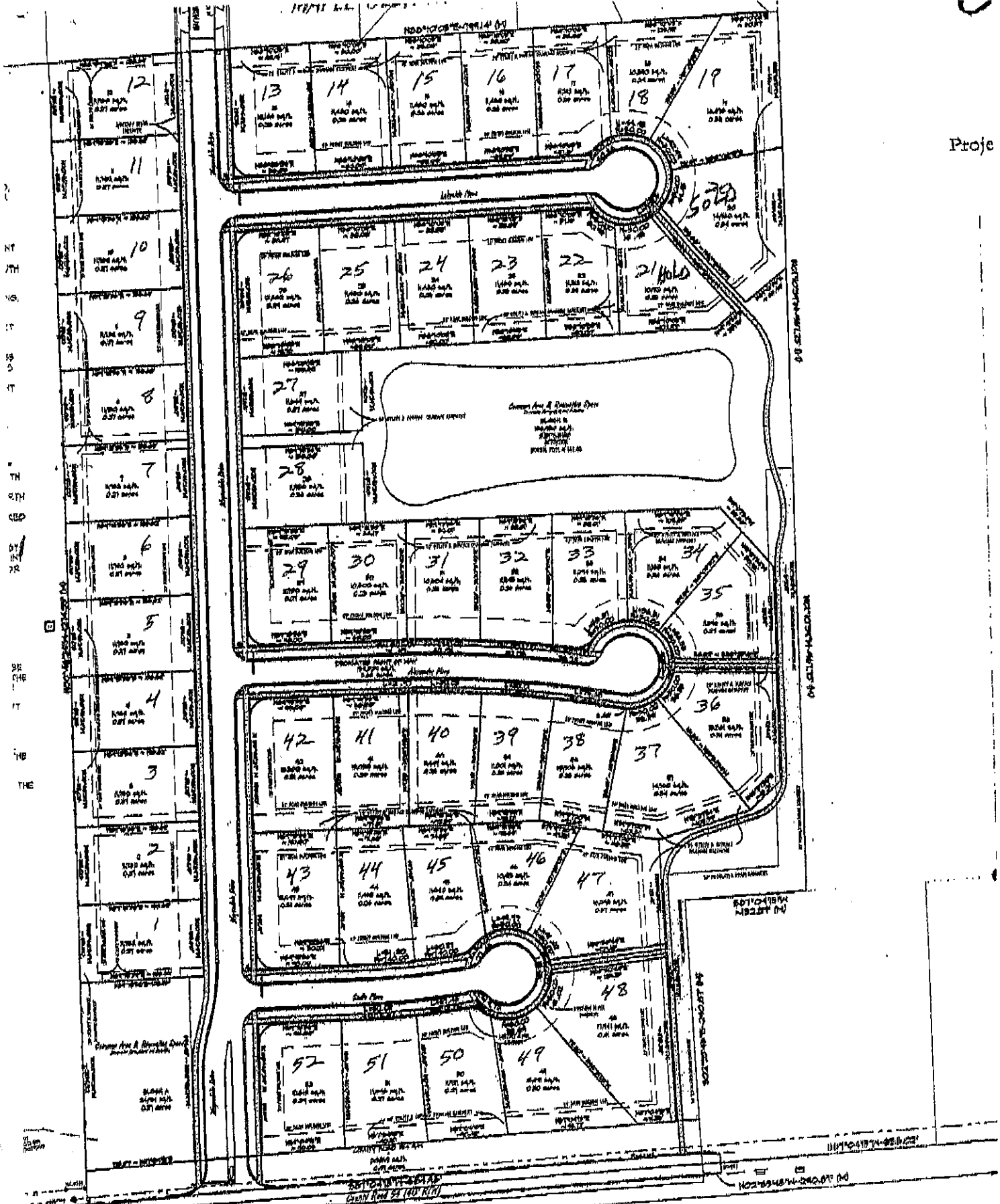


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 Primary Plat
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 SOUTH LINE OF

COUNTRYSIDE ESTATES SUBDIVISION DEDICATIONS, COVENANTS, AND RESTRICTIONS

The undersigned owners, hereby declare that the dedications, covenants and protective restrictions (hereinafter referred to as the "Covenants") following are for the purpose of developing a quality residential subdivision and to prevent any use as might tend to diminish the value or enjoyment by the owners of homes therein; and are hereby imposed upon the entire parcel subdivided.

As used in these Covenants, "lot" shall mean any platted lot, including any portion thereof which may be subject to any easement, within Countryside Estates Subdivision. Use of the term "Subdivision" shall mean Countryside Estates Subdivision. Use of the term "Developer" shall mean the undersigned owners.

I. Development and Use Restrictions

1. All lots shall be used for residential purposes only. There shall be permitted one (1) single-family dwelling on a lot. There shall be only one accessory structure permitted on each lot and that structure is limited to one shed or storage building of not more than ten feet by twelve feet (10' by 12') and a maximum height of twelve feet (12'). This must be wooden structure. The sole accessory building must be approved by the Association and must obtain an Improvement Location Permit from the City of Garrett. For Lots numbered 21 through 34 inclusive, the accessory structure shall be located in close proximity to the rear of the residence, so that structure does not extend more than fifteen feet (15') beyond the rear of the residence toward the lake.
2. No business of any kind shall be concluded on any lot or within any structure on a lot.
3. All dwellings erected shall have at least 1,400 square feet of living area if one story. In the case of a two story dwelling, the ground floor shall have at least 800 square feet. In determining square feet, the dimensions of basements, open porches, breeze ways, terraces, garages, exterior stairways and decks shall not be included. In the event that the City of Garrett's zoning code prescribes minimum square footage of living area or of the ground floor area which are greater than those contained in this Paragraph 3, then the dwelling shall meet the minimum square footage requirements of the City of Garrett.
4. Any dwelling must be ready for occupancy as provided by applicable building codes and completely finished and occupied within twelve (12) months of the date of the improvement location permit issued by the City of Garrett, unless owned by a builder as a "spec" home.
5. Any dwelling erected on a lot shall be site-built upon a permanent foundation; under no circumstances shall a mobile home or pre-built manufactured, modular or pre-fabricated home be placed, temporarily or permanently, on any lot.
6. No farm, zoo or exotic animals, whether domestic or wild, nor livestock or poultry of any kind shall be raised, bred or kept at any time on any lot. Not more than two (2) domestic pets such as dogs and cats shall be kept on any lot, and said domestic pets shall not be kept, bred or maintained for any commercial purpose.
7. All lots and any improvements shall be kept in a clean, repaired and slightly condition. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary, enclosed containers, which containers shall be kept inside or at the rear as to not be visible from the street.
8. No loud, noxious or offensive activity shall be carried on or allowed on any lot.
9. All lots must be covered with grass or other ground cover, to reduce dust and erosion except during

the construction/development period. All lots, whether improved or not, must be maintained and not allowed to become unsightly. All lawns shall be constructed to maintain a uniform grade with adjoining lots.

10. No boat, motor home, camping or other trailer, or any equipment or machinery of any kind shall be kept, unless totally concealed within the garage of the dwelling. No unlicensed or unregistered automobiles or motorized vehicles may be parked or kept on any lot. No motor vehicle may be disassembled or allowed to remain in a state of disassembly or be inoperable or allowed to remain in an inoperable state on any lot but, instead, shall be equipped at all times for on-road driving.
11. No repairs to any automobile, boat trailer, or other mobile unit of any kind may be conducted on any lot except routine, minor repairs and maintenance to a vehicle and only if done within a garage.
12. No dwelling shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the Architectural Control Committee as to the quality of workmanship and materials. Each dwelling shall be in harmony with other structures in this plat.
13. Dwelling and accessory buildings shall conform to the setbacks as shown on the plat of the subdivision approved by the City of Garrett and also shall conform to any other land use regulations of the City of Garrett.
14. Dwellings shall be constructed of new materials. Siding shall be of wood (such as cedar), aluminum, brick or vinyl. Roofing shall be of shingles. Each dwelling shall have at least twenty-five percent (25%) brick or stone on the front, a concrete driveway and at least a two car attached garage.
15. Absolutely NO temporary structures shall be allowed.
16. Outside burning shall be allowed within the laws and restrictions of the City of Garrett.
17. All heating fuel shall come from an underground tank and there shall be no fuel storage above ground. Small containers for yard maintenance equipment are allowed on the premises but shall be stored inside the garage of the dwelling or an approved accessory building.
18. Sidewalks constructed on each lot shall be constructed to comply with the zoning code of the City of Garrett. Sidewalk construction is the responsibility of the homeowner and should be constructed immediately after the dwelling is built or during construction of the dwelling or within three (3) years after the purchase of the lot.
19. Front lawn lights shall be installed on each property. These lights shall be on a photocell type switch so as to automatically operate from dusk to dawn. These lights shall have a minimum of one hundred (100) watts and shall be upon a pole no less than six (6) feet high and said pole shall be fifteen (15) feet behind the sidewalk. Maintenance of said lights is the responsibility of the homeowner.
20. There shall be a minimum of five (5) shrubs on each lot. Cutting of trees above ten inches (10") diameter (measured at a point twenty-four inches (24") above the ground) is prohibited except with approval of the Architectural Control Committee and as necessary for the placement of the home.
21. No screen planting or fences shall be permitted between the street right-of-way and the front of the dwelling on the lot.
22. No individual water supply or individual sewage disposal system shall be installed, maintained, or used in this subdivision. All dwellings shall be connected to municipal water and municipal sewer systems. However, a well may be installed, maintained and used as a water supply for the storm water management and retention area identified as Block B on the approved plat.

II. Lake Restrictions

23. The lake is for the use and benefit of the lot owners. Piers of any kind, size or shape, boats, rafts, pontoons, canoes and the like are prohibited. Ice fishing is prohibited. Once the Association stocks the lake with fish, fishing will be permitted from the shore only. Alteration of the shoreline or the lake bed is prohibited. The use of the lake is restricted to lot owners, or their guests, unless the Association permits otherwise. The sidewalk on the east end of the lake near the dam is available for use by the general public. The common area between the lake lots and shoreline shall be kept clear of any debris or obstructions. The common areas and lake will be maintained by developer until the Association takes control, as in 24(a) and (b).

III. Countryside Estates Association

24. Lot owners shall be members of an association for the Subdivision known as the Countryside Estates Association. Membership shall be mandatory to and may not be separated from lot ownership.
- a. Each lot (excluding lots owned by Developer) shall be entitled to one (1) Class A membership. Multiple owners of a lot shall share the membership as between themselves and shall designate one of the co-owners to be listed as the member. Each Class A membership is entitled to one vote. In no event shall more than one vote be cast for a "Class A" designated lot.
 - b. Each lot owned by the Developer shall be entitled to one (1) Class B membership. Each Class B member shall be entitled to seven (7) votes. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:
 - i. When fee simple title to fifty percent (50%) of the lot have been conveyed by Developer; or
 - ii. On December 31, 2023. If Developer still owns any lots as of this date, all such lots shall revert to Class A membership.

Unless otherwise provided in By-Laws of the Association adopted as provided herein, the Association membership shall annually elect officers including President, Vice-President, Secretary and Treasurer. The Association shall, upon vote of at least fifty-one percent (51%) of the total membership votes, adopted By-Laws of the Association that may, among other things, provide for the election of a board of directors and for the allocation or delegation of association authority or responsibilities not otherwise set forth herein.

25. Each owner, excluding Developer, by the acceptance of a deed for any lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges. Such assessments to be established and collected as provided in these Covenants. The annual assessments, together with interest, costs and reasonable attorney fees incurred (all of which sums may hereinafter be referred to as "assessments"), shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, until paid. Each such assessment shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment became due. In the case of joint or multiple owners, the personal obligations shall be a joint and several obligation or all owners of such lot. The personal obligation for delinquent assessments shall not pass to an owner's successor in title unless expressly assumed by the successor although the lien will remain upon the land until paid or foreclosed.
26. The assessments levied by the Association shall be used exclusively to conduct the business of the Association and promote the recreation, health, and welfare common to the residents in the Subdivision, and for the improvement, maintenance and utilities associated with the common areas

and facilities in the Subdivision.

27. Until changed by vote of the association membership, the annual assessment shall be Seventy-five dollars (\$75.00) per lot for Class A membership, with no annual assessment on Class B membership. Subsequent assessments may be increased no more than eight percent (8%) above the previous annual assessment, only by the vote or written assent of fifty-one percent (51%) of the total membership votes including the total of each class of members of the Association.
28. Any action authorized under Section Twenty-seven (27) changing the amount of assessments shall be taken at a meeting of the Association called for that purpose, written notice, including the date, time and place of the meeting and a statement of the purpose, of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by an officer of the Association within thirty (30) days of the date of such meeting.

The Association Membership shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the date the annual assessment is due. Once determined, written notice of the annual assessment shall be given to every owner although failure to provide said notice does not abrogate the assessment obligation. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an offer of the Association stating whether an assessment on a Lot has been paid.
29. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or yearly basis.
30. The annual assessments under Section Twenty-four (24) shall commence as to all lots then subject to an assessment, on the first day of the month, twelve (12) months after the conveyance of the first lot sold by Developer. The Developer shall be responsible for maintenance of the common areas until fifty percent (50%) of the lots are sold, or December 31, 2023, whichever occurs first.
31. Effect of Non-payment of Assessment / Remedies of the Association.
 - a. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum, or the rate set by the Association Membership.
 - b. The Association may bring an action by law against any owner and foreclosure the lien of any assessment against a lot in accordance with the laws governing foreclosure of liens in general. Liability of an assessment is absolute and is not discharged or otherwise lessened by non-use of the Common Areas or abandonment of a Lot. The Association shall also be entitled to recover all attorney fees, costs and expenses incurred due to the failure of an owner to timely pay assessments.
32. The lien of the assessments made under the Covenants shall be subordinate to the lien of any mortgages only.

IV. Architectural Control Committee

33. An Architectural Control Committee is hereby established to insure that the quality of the Development is maintained and that the external structures and designs are harmonious in nature. The Committee shall be composed of three (3) members, the Committee members shall be: Curt Custer, Kevin Custer and Dan Study. In the event of death or resignation of any members of the Committee, the remaining committee members shall have full authority to designate a successor.

- a. The Committee shall have the exclusive authority and responsibility to review plans for construction of all residences and landscaping in the Subdivision.
 - b. After primary residences have been constructed on all lots in the Subdivision, the Association shall review all construction, modifications, and additions of structures in the Subdivision, from that point on.
 - c. In the event the Committee fails to approve or disapprove of the design and location of a proposed structure within thirty (30) days after said plans and specifications have been duly submitted to it, approval under the Section will be deemed to have been given.
34. No building, fence, wall, in-ground swimming pool, or other structure can be commenced, nor shall any landscaping be erected or maintained upon a lot, nor shall any exterior addition, change, or alteration be made to a structure until plans and specifications clearly showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Committee in writing as to the structure's harmony of external design and location in relation to surrounding structures and topography in the Subdivision.

V. Effect and Enforcement

35. These Covenants shall run with the land, in perpetuity, and bind any owner of any lot, and shall inure to the benefit of and be enforceable by any lot owner. These Covenants are also enforceable by the Countryside Estates Association.
36. Any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants imposed by the provisions of this declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
37. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
38. The covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three quarters (3/4) of the lot owners.

VI. Drainage Easement

39. The drainage easements, including the drainage detention are described as Block A and Block B on the recorded Plat shall be maintained by the Developer, until such time as the Association takes control of maintenance, to include storm water detention structures and the dam (or dike) located within Block B's boundary and the overflow pipe and emergency overflow structures located within Block B and on adjacent property within the easement provided.

Adopted this ____ day of January, 2013.

OWNERS:

CUSTER FARMS, INC.

By: _____
Curt N. Custer, Asst. Secy.

