

DEED RESTRICTIONS



The Meadows

Meadows Neighborhood Homeowners Association, Inc.

DEED RESTRICTIONS

All lots in subdivision are sold subject to the following restrictions and conditions, which shall be considered as covenants running with the land.

1. All lots shall be used for single-family residential purposes only and no trade or business shall be established or carried on any said lots, nor shall anything be done thereon which may constitute a nuisance to the neighborhood.
2. All residences shall be erected and constructed of new materials and the outside walls of all residences shall be stone, brick veneer, or vinyl siding (with approval from the Developer).
3. All residences shall have a poured cement footer; all foundations shall be covered with brick or stone.
4. All construction must be completed within twelve (12) months of commencement.
5. No partially finished house may be used as a residence, and all interior and exterior construction and grading shall be completed prior to occupancy.
6. Pitch of roof shall be no less than an 8\12 pitch.

7. Every house must have a central heating and air conditioning system. No window or through the wall units are allowed.
8. The Developer shall approve all mailboxes.
9. All residences must have a two-car garage.
10. Any street that is damaged in construction of a building on any lot shall be repaired by the owner of the lot prior to occupancy.
11. All driveways and parking areas shall be constructed of concrete or bituminous asphalt.
12. All sidewalks shall be 4 feet wide and be constructed by the owners of the lots.
13. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to any side street line or nearer than ten (10) feet to any side lot line.
14. Minimum size of living area for a primary construction shall be as follows, excluding porches, basements and breezeways:
 - a. One Floor Plan 1800 sq. ft.
 - b. One and One-half story (main floor) 1400 sq. ft.
With finished ½ story (second floor) 700 sq. ft.
Total sq. ft. 2100 sq. ft.
 - c. Two Story (1st and 2nd floors) per floor 1200 sq. ft.
15. All building plans are to be approved by the Developer.
16. All outbuildings must be constructed of same material as home.
17. No trailers, mobile home, manufactured home, tent, shack, garage, barn, motor home, or other vehicles or outbuilding shall be erected for and used as a dwelling either temporarily or permanently.
18. The storage of junk, scrap, motor vehicles and/or materials of any kind other than firewood outside of a building are prohibited.
19. No abandoned or inoperable vehicle, trailer, boat, motor home, or other such device shall be stored or permitted to remain on any lot, and no mechanical or body repairs on such vehicles may be conducted on these lots.
20. No parking shall at any time be allowed on any public street.
21. Travel trailers, boats, motor homes, or other such devices are prohibited in front and side lawns.
22. No signs, billboards, or advertising devices of any kind shall be erected or maintained on any lot or building. This, however, shall not preclude common real estate signs advertising the sale of homes in the subdivision or signs erected by the developer during the original development of the subdivision.

- 23.** All fences shall be brick, wood or stone and are restricted to back yards only. Front of the house being the line between the front yard and back yard.
- 24.** The raising or keeping of animals, fowl, birds, or reptiles on any lot is prohibited. However, this restriction shall not apply to ordinary household pets kept on or in the premises. All household pets must be kept in a fenced backyard or on a leash.
- 25.** No portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by developer.
- 26.** No lot may be further subdivided nor may more than one residence be located on any one lot.
- 27.** No tobacco base or other agricultural allotment is conveyed with any of the lots and purchaser agrees to execute forms as and when required by the local ASC Office acknowledging and waiving any right to tobacco base or other agricultural allotment.
- 28.** All dwellings must be properly landscaped and front lawn must have a minimum of 18 units of shrubbery and a minimum of two trees (2" diameter), and be approved by the Developer.
- 29.** Garbage cans or other refuse receptacles shall be placed in the rear of the main dwelling and/or concealed so that it will not be visible from the street.
- 30.** Outside clotheslines, citizens and short wave or ham radio towers are prohibited. Reception devices are restricted to the rear of the dwelling, and shall not extend higher than the roofline.
- 31.** Vegetable gardens or cultivation must be confined to the rear of the lot and shall be no more than fifty feet from the rear line; vegetable gardens or cultivation will not be permitted until after the erection of residence.
- 32.** During construction, all dirt and rock excavated and not used on the lot shall not be removed from the subdivision; it is to be dumped at the location specified by the developer and become the property of the Developer.
- 33.** The owner of all lots shall keep grass cut and control weeds on the respective lot.
- 34.** Should any lot owner or owners violate or attempt to violate any one or more of these restrictions and conditions, any other lot owner or lot owners shall have the right to take legal action necessary to abate such violations or attempted violations and recover damages therefore.
- 35.** All lots in the subdivision are sold subject to any and all utility easements as shown on the plat of this subdivision as recorded in the Office of the Madison County Clerk.
- 36.** Unless permission is granted by the developer, all lots in the subdivision must have underground electric, telephone and cable TV services in compliance with the guidelines of each respective utility company.
- 37.** These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

- 38.** Every owner of a lot in THE MEADOWS shall be a member of a HOMEOWNERS ASSOCIATION and by acceptance of a deed for any lot, agrees to accept membership in and does thereby become a member of the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations; shall pay the assessments levied by the Association when due, and shall comply with decisions of the Association's Board of Directors.