

Timber Ridge Development

Protective Covenants

Legal Description: All Lots 1 thru 30, CSM Lots 1 and 2, and Out Lot 1

General Purpose: These protective covenants are to serve as guidelines to help assure that Timber Ridge Development will become and remain an attractive development; to preserve and maintain the natural beauty of the home sites and surrounding land; to ensure the most appropriate development and improvement of each lot; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes. In general, to preserve and enhance the value of investments made by purchasers of lots and to encourage the construction of attractive residential structures.

Land Use: No lot shall be used except for single family residential purposes; each lot shall be used exclusively for residential purposes.

No Lot shall be subdivided: No Lots shall be subdivided so as to create additional building parcels. If more than one Lot is used as a building site, then the owner must file the necessary documents to revise the plat to reflect only one lot prior to the issuance of a building permit.

Temporary Structures: No temporary structure, mobile home, trailer, basement or shack shall be permitted to remain or be used on any lot except job trailers and construction trailers are allowed during construction of new residences.

Detached Structures: No detached structures shall be placed, erected, allowed, or maintained upon any lot without the prior written consent of the Land Use and Building Design Committee. All detached structures must be consistent in design materials and color with the dwelling on the Lot. No outside wood or any other outside furnaces allowed on any lot.

Architectural Control: No building or other permanent structure shall be erected, placed, or altered on any lot until a plan showing the location of the structure has been approved by the Land Use and Building Design Committee. Further, the design and material used for decorative and/or privacy fences shall be approved prior to construction, installation or repair. The committee shall consist of three persons whom shall be members of Timber Ridge Development, LLC. The Committee shall consist of Jamie Winsand, Scott Brenner, and Timothy Winsand. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Approval Procedure: Land Use and Building Design Committee shall render its decision within fifteen (15) business days of submitting the plan.

Erosion Control: Appropriate erosion control measures shall be taken throughout the construction process. They include but are not necessarily limited to the use of erosion control fences, staked hay bales, wood fiber blankets, seeding and/or mulch. Other techniques or combinations of the above may be used. The erosion control measures shall be maintained throughout construction and until such time as the property has been either sodded or a seeded cover has taken hold.

Minimum Square footage: Single-story homes shall have a minimum of 1,500 square feet on the main level, exclusive of attached garage. Two-story homes shall have no less than a total of 2,000 square feet on the main and second-story levels, exclusive of any attached garage. Split-levels shall have a minimum of 1200 square feet on the main level exclusive of attached garage. All homes must at least a 2 car attached garage but no larger than a 4 car garage. Maximum for 3 car attached and 2 car detached garages per home. No home to exceed 2-1/2 stories in height, basements and garages are excluded from square foot calculations. All homes must have a roof pitch of 6/12 or steeper.

Completion of Homes: All building exteriors, including exterior color and landscaping, shall be completed within twelve (12) months from the date construction begins.

Landscaping: Within twelve (12) months of the start of construction the lot shall be graded and landscaped and the house and garage must be completely finished.

- Driveways and other parking areas must be paved with black top, concrete or other dust free and mud free surfaces within twelve (12) months of commencement of building.
- All owners are responsible for the proper care and maintenance of their respective lots including, but not limited to, cutting grass, trimming bushes and shrubbery, and the removal of snow or ice from sidewalks.

Garbage/Trash: No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. All rubbish, debris and garbage shall be stored and maintained in enclosed containers not visible from any street, or stored and maintained in enclosed containers located entirely within the garage or basement. Debris may be temporarily present in connection with construction work, but must be secured to prevent such debris being blown through out the development.

Gas Tanks: All homes must have a buried propane tank. There will be no tanks that are placed on the top of the ground unless it is for temporary heating purposes.

Home Types: No trailers, mobile homes, double wide trailers, and modular homes shall be placed on any lot neither as real estate nor as personal property. All homes must be built on site. Travel trailers and recreational vehicles shall not be stored on any lot. No house shall be moved in on any lot. No part of the lot shall be used for commercial vehicles except in an enclosed garage or similar approved structure.

Nuisances: No noxious or offensive activity shall be carried on upon any lot or portion of a lot or anything done on any lot which may be or become a nuisance to neighbors or the neighborhood.

Animals: No more than two family household pets may be kept on a lot. (Such as 2 dogs or 2 cats) Pets shall be kept and maintained so as not to become a nuisance to other residents in the development by reason of noise or odor. No animals shall be kept for commercial purposes. No livestock or animals may be raised or kept for any purpose, and no hogs shall be permitted on the property.

Parking of Vehicles: No boat, trailer, car, truck, snowmobile, all-terrain vehicle, motor home, heavy equipment or similar vehicle may be stored on any lot outside the garage other than for delivery purposes or construction purposes.

Duration of Covenants and Restrictions: The covenants and restrictions of this declaration shall run with and be a part of the title to the property for a term of twenty-five years from the date this declaration is recorded. Timber Ridge Development, LLC, will enforce these Protective Covenants.

Timber Ridge Development Association: All lots of Timber Ridge will have to be part of Timber Ridge Development Association. All lots will equally help maintain, pay taxes, insurance, and any other cost associated with any common areas. This fee will be paid annually on July 1st of every year. Cost to be determined annually.

Builders: Timber Ridge Development is closed to any builders besides Timber Ridge Homes, LLC. Timber Ridge Homes must build every home in the development.

Severability: Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions that shall remain in full force.

Exclusions: The existing home located between Lot 14 and Lot 15 of Timber Ridge Development is excluded from all building restrictions on the buildings that were there before the development and shall not be a member of Timber Ridge Development Association as long as Roy and Deloris Cropp own the property. Any building or structure that is built after August 1, 2005 must meet Timber Ridge Developments

building restrictions. If the home is sold, the new resident will become members of Timber Ridge Development Association and pay annually to help maintain common areas.

Amendments: Timber Ridge Development, LLC may amend these covenants from time to time as deemed necessary. Such amendments shall take effect when executed by Timber Ridge Development, LLC and filed in the proper office of records.

Covenants prepared by: Jamie Winsand, Scott Brenner, and Timothy Winsand, members Timber Ridge Development, LLC