

**Kings Hill Estates – 5th Edition-
Subdivision
Restrictive Covenants**

April 11, 2003

1. Only one single family dwelling per lot is permitted. Mobile homes, tents campers or trailer homes are not permitted.
2. All homes must have a minimum living space of 1,500 sq. ft for a single story home or 2,000 sq. ft. for a two story home all above grade at ground level.
3. A 2 car minimum garage is required.
4. All outside walls of homes shall be stone, brick, cedar, log or vinyl. Front of house must have a minimum of 100 sq. ft. of brick, stone or cedar.
5. Roofs must have at least minimum 4/12 pitch.
6. All drives must be blacktop, concrete, or crushed stone.
7. All entrances from street to lot must have decorative yard lights installed and placed at street right of way and lot line within 1 year of start of home construction, Decorative yard lighting plan must be approved in writing by the developer prior to installation.
8. Houses must be constructed by a builder with a plan to be approved in writing by developer prior to construction.
9. The exterior of all homes shall be completed within twelve (12) months of the commencement or construction including the exterior siding.
10. Fences other than living shrubs and/or wood fences are not permitted except where approved in writing by developer prior to construction.
11. All residences shall have indoor plumbing, running water, and sewage disposal systems conforming with state and local laws. No outhouses or privies shall be erected on any lot.
12. No thru roads may be constructed on any lot, and no lot may be further subdivided than the lots described on the Kings Hill Estates -5th Edition plat map already approved and on record by city and state governments.
13. No livestock, animals or poultry of any kind shall be kept or maintained on any of the lots, except dogs, cats or other domestic household pets which may be kept for private family enjoyment, but no such animal shall be kept or maintained for breeding, sale, boarding or any other commercial purpose whatsoever.
14. None of the lots, or any part of a lot, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All refuse shall be disposed of in an orderly and sanitary manner. All garbage containers shall be kept in a clean and sanitary condition. No abandoned or unlicensed motor vehicles shall be kept on the premises.
15. All construction is subject to all applicable city, county, and state building and zoning requirements.
16. No signs of any kind or description shall be erected, exhibited or displayed on any part of said property or structure erected thereon except such residential nameplates that conform and are in harmony with the

surrounding properties: provided, however, "For Sale" and "For Lease" real estate signs are permissible.

- 17. These restrictions and covenants may be amended only by the Developer.
- 18. Storage buildings will be allowed, but must not exceed 10' x 16' and must be finished in a quality that conform and is in harmony with surrounding properties.
- 19. Cutting of trees shall only be done in keeping with sound forestry practices and to provide areas for building, drives, reasonable lawn areas and similar improvements.
- 20. If one covenant is deemed invalid, it shall not affect the validity of any other covenant.
- 21. These covenants shall run with the land whether or not they are specifically mentioned in the conveyance subsequently executed.
- 22. These covenants may be enforced by the developer or any other person having an equity interest in a lot. They may be enforced in law or in equity. The developer shall not be held liable for any failure to enforce any covenant under any circumstance.
- 23. The developer has sole authority to grant any and all exceptions to any portion of these covenants. Any exception to any portion of these covenants is valid only if described fully in writing and is signed and dated by the developer. Any exception granted by the developer to an owner of a lot does not invalidate that portion of the covenant for any other lot owner.
- 24. After 2/3 of the lots comprising the subdivision are sold by the developer, the developer shall relinquish his/her authority described by these covenants to a committee of comprised of 3 lot owners elected by the majority of the lot owners for one year terms each.
- 25. These covenants shall remain in full force and effect for 20 years from the date hereof. Thereafter, they shall continue in force until terminated or modified in writing by the owners of all the lots and such modification or termination must be filed with the Register of Deeds.

Dated this _____ day of _____, 2003.

Frederick A. Piehl
Date
Frederick A. Piehl, Developer

Marilyn S. Piehl
Date
Marilyn S. Piehl

Marilyn S. Piehl
Date
Mary Jo Jess by Marilyn S. Piehl, Attorney-in-fact

Marilyn S. Piehl
Date
Susan Pierce by Marilyn S. Piehl, Attorney-in-fact

Michael P. Chatigny
For Frederick A. + Marilyn S. Piehl