

DEED COVENANTS - TIMBER TRAILS

As Amended January 2024

List of restrictions to be imposed upon conveyance of all property in the Timber Trails Community.

1. That no nuisance or anything obnoxious, unlawful or detrimental to adjoining or adjacent property shall be maintained on any part or the property herein conveyed, and no tents (except in areas designated by Grantor) trailers or any type of temporary structure or shelter shall be permitted without the written consent of the Grantor.
2. No signs, including "For Sale" or "For Rent", or any other advertisements shall be displayed on said premises.
3. No dwelling or other building shall be erected or occupied on the premises without a septic tank installation which will meet the requirements of the Grantor for the disposal of sewage from such buildings.
4. No outbuildings other than a garage or carport shall be permitted. Said garage or carport shall be attached to dwelling - unless permission is otherwise granted by Grantor.
5. Grantor, its successors, and assigns, reserve the right to approve or disapprove of the erection of fences of any type or description.
6. Grantees agree to provide sanitary disposal for all their sewage, garbage and rubbish. No garbage or rubbish may be buried or burned.
7. Neither said premises nor any buildings now or hereafter placed upon said premises shall be used for stabling of horses, cows, or other cattle, or the housing of fowl.
8. The Grantees, their heirs or assigns and successors, shall not, on the within described property, build any building, or make any alterations or additions or improvements to any building without first having submitted plans and specifications, including plot plans, to the Grantor, and also having first obtained in writing from the Grantor its approval and consent.
9. The premises herein described shall be used for residence purposes only, excepting that those lots as shown on the map as being designated by letters are reserved as business property and may be used as such, subject to such restrictions as Grantor may deem necessary. That not more than one single dwelling building shall be erected on a "residential plot", as set forth and shown on the aforementioned subdivisions map. A "residential plot" shall consist of two lots, or a single lot having an area of not less than twelve thousand, five hundred (12,500) square feet.
10. No unlicensed motor vehicle may be kept on said premises or on any road or street contiguous thereto.
11. The Grantees, their heirs, successors, or assigns, agree to become members of the Timber Trails Community Association, Inc. The purpose of said association is to insure and to preserve the present and future character and welfare of the community, established by the Grantor herein. And the Grantees, their heirs, successors, or assigns, in consideration of the establishment and maintenance of a preferred neighborhood plan, further covenant and agree to comply with and conform to the present and future character and bylaws of said association. It is particularly understood and agreed that the said association is to be composed of owners, buyers, tenants, or occupiers of land at Timber Trails. The Grantees further agree that any person, firm or corporation to whom the Grantor conveys, or leases land located in the vicinity of Timber Trails shall be eligible to membership in said association, and that any application for membership from a grantee or lessee of the Grantor shall be passed and approved if requested by the Grantor. The right to have grantees and lessees approved for membership may be assigned by said Grantor to any person, firm, or corporation, acquiring the then entire holdings of said Grantor.

12. A single-family residential lot ("Lot") may be rented only in its entirety and no fraction or portion of a Lot may be rented. Any and all leases for a Lot must be in writing and signed by the Owner and the Lessee(s). Any lease of a Lot for the period between the Friday prior to Memorial Day through Labor Day (the "Summer Period") must be for a term of no less than one (1) week. There shall be no more than a total of four (4) separate leaseholds per Lot during the Summer Period and not more than a total of ten (10) leaseholds per Lot for each calendar year. In addition, the Board of Directors may adopt and amend such reasonable rules and regulations with respect to leasing and subleasing of Lots as may be necessary and appropriate based upon the purposes of the Association.
13. Once started, all buildings must have their exteriors finished and painted within 4 months of the starting date and all building materials must be removed from laid property by that date. Outdoor storing of appliances or building materials is forbidden except during said 4 months building period.