

RESTRICTIONS and REQUIREMENTS
for
WINESAP TRACTS

Purchaser(s) hereby agree that:

1. Tracts shall be used solely for single family residential purposes only.
2. Site built homes, modular homes, new manufactured homes and pre-owned manufactured homes (subject to approval as set forth below) are allowed, provided they are in good condition, are of good quality workmanship and meet the requirements set forth herein. Homes must contain at least 1250 square feet of heated living space, exclusive of porches, basements, breezeways and attached garages.
3. Pre-owned homes less than ten years old are allowed but must be pre approved by Plateau Properties, Inc. (PPI) for a period of five years from the date of sale by PPI. The request for approval of a pre-owned manufactured home must be submitted in writing to Seller not less than twenty five (25) days before the anticipated commencement of moving the pre-owned manufactured home onto the property and include the current address of the subject home. Seller will furnish a written receipt upon receiving the request and shall have ten (10) days from the date of receipt of the request to approve or disapprove it. If the Seller makes no comment upon a pre-owned manufactured home within ten (10) days after submission, the pre-owned manufactured home shall be deemed approved.
4. No motor home, any other type of movable home, basement, foundation, unfinished dwelling, tent or garage shall be used at any time as a residence on any tract.
5. Permanent or long term storage of motor homes, boats, campers and other large vehicles shall be in garages or to the rear of the tract out of sight of the street.
6. Driveway culverts shall be installed in all driveways and must conform to county specifications which currently require that culverts must be galvanized metal and be a minimum of fifteen (15") inches in diameter.
7. A state health department approved septic system must be installed for each dwelling.
8. No tract shall be used for obnoxious or offensive activity; nor shall any tract be used for dumping junk, trash, or waste materials, storing abandoned vehicles or other offensive materials.
9. No commercial use shall be allowed.
10. Up to 2 outside domestic dogs and 2 outside domestic cats are allowed, provided they are kept as pets and not kept, bred or maintained for commercial purposes. Farm animals shall be allowed as long as they are kept fenced and to the rear of the tract with a set back of at least two hundred (200') feet from any road or driveway with no more than one farm animal per every two acres under fence.
11. All buildings shall be set back at least fifty (50) feet from the road right-of-way. For the benefit of all neighbors, a ten (10) foot wide utility easement is reserved on the sides of each tract; a twenty (20) foot wide utility easement is reserved along the rear of each tract; and a twenty (20) foot wide utility easement is reserved along the front of each tract adjacent to the road right-of-way of each tract. It is hereby agreed that trees may be cut as needed to run utilities along these easements.
12. No trees shall be cut within 10 feet of the side and rear property lines unless necessary for utility purposes in order to preserve surveyed tract lines and to provide a visual buffer from neighbors.

- 13. No tract shall be divided to form a smaller tract; however, tracts may be joined to establish a larger tract in which case the utility easements shall only apply to the outside lines. Once joined these tracts shall not be re-subdivided.
- 14. All buyers along common driveways hereby agree to share equally in the maintenance of the driveway their tract fronts on, regardless of how much frontage they have, where the frontage lies, how large their tracts are, or how much they may use the driveway. It is understood that this is a private, common driveway and will remain so.
 - a. If there are only two tracts along a common drive, such as with tracts 6 & 7, then both parties will have to agree to work together. If they can't agree, they will have to both agree on a third party to decide if and how much work the drive needs and his decision will be binding on both parties.
 - b. Driveway maintenance terms and conditions may be changed by written agreement of 2/3 of the owners in a given driveway. Said agreement shall be recorded in the Register of Deeds Office.
 - c. Common utilities, such as electric lines, shall be handled in the same way as common driveways.
 - d. Individual utilities, such as water lines to each tract, shall be each individual owners responsibility.
 - e. If two or more tracts originally sold by Plateau Properties, Inc., Trustee, are joined, then the owner of the joined tracts shall be responsible for each original tract's share based on the original survey description.

These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any tract and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any tract to prosecute by any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to sue for damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the development, their heirs, assigns or successors, to institute any such action or proceeding.

These covenants and restrictions shall be binding for a period of twenty (20) years from the date of recording, and shall renew automatically for periods of ten (10) years, provided, however, that these covenants and restrictions may be altered or amended at any time by the affirmative vote of not less than sixty seven (67%) percent of the owners of the tracts along each common driveway in the development.

Invalidation of any of these covenants and restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants and restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

I have read and understand the above restrictions and I am aware that violations of these restrictions may result in Plateau Properties, Inc., Trustee canceling my Land Sales Contract. I understand that these restrictions shall become a part of my deed once the property is paid for.

Executed this 16th day of November 2006

[Signature]
Purchaser

Purchaser

Witnessed by: [Signature]