

Restrictive Covenants for Mill Stone

All lots shall be used for residential dwelling purposes only.

Building Type- Not more than one single-family dwelling per lot. No pre-constructed dwelling may be used. All dwellings must be completed within 12 months from the date construction commences. No temporary structure, camper trailer, camper truck or tents shall be permitted. Dwelling may be of frame, siding or brick construction.

Dwelling size and location- No dwelling may be smaller than 1400 square feet (Heated and/or Cooled), living space nor more than 3500 square feet. No dwelling may be within 30 feet of lot lines.

Garage should be Free-standing and not included in dwelling.

Architectural Control Committee- All construction in Mill Stone must be approved by the Architectural Control committee. Until a Homeowners Association is formed, the Committee members shall be Ann Gay, Ken Penuel, and Les Souter.

No excavation, soil disturbance, or construction shall be made on any lot which causes damage to any other lot within the subdivision.

Nuisances- No (See # 5).

Mill Stone Homeowners Association: Each purchaser shall be subject to an annual lot charge that will be used for street lighting energy usage, repairs, maintenance and other activities of the Association for use by lot owners. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment. The initial lot charge will be \$50 per month in advance until a Homeowners Association is formed.

1. **Term:** All of the foregoing restrictions shall be covenants shall run with the land and shall bind the purchaser and his or their heirs.
2. **Common Area:** Every owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. The Association reserves the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid. Also, the Association reserves the right to suspend the rights, privileges, and access of an Owner or his family or guests to the Common Area until such time as the Owner corrects any infraction of the published rules and regulations or provides adequate restitution for any misuse or destruction of the property of the Association.