



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

**EXHIBIT "A"**

The purpose of the following restrictions and covenants is to ensure the use of said realty by the Owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure each present or future Owners, the full benefit and enjoyment of their property. The reservations and restrictive covenants hereinafter set out are to run with the land and shall be binding upon all parties and persons owning lots in Cook Mountain Estates Phase I or claiming under them.

If the Owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided into another lot.
2. All subdivision lots are for single family residential purpose only. Only one residence shall be erected on any one lot.
3. No house trailers, mobile home, double wide trailers, relocated older homes, or any other similar structures shall be permitted on any lot at any time.
4. When the construction of any building if once begun, work thereon must proceed diligently and must be completed on the outside within six (6) months from the start thereof and totally completed within twelve (12) months. No outbuilding, garage, shed, tent, travel trailer, or temporary building of any kind shall be erected, provided however, that this prohibition shall not apply to shelters used by contractors during the construction of any dwelling.
5. All residences must have sixteen hundred (1,600) square feet of heated living space. With at least thousand (1,000) square feet of heated living space on the main floor, exclusive of any carport, garage, basement, deck, patio, and open porches.
7. No animals, birds, or fowl shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets shall be well behaved and kept within their lot. Any dog lot or other exterior housing of pets shall not be visible to adjacent lots and said pets shall not cause a nuisance, hazard or otherwise to any other lot owners.
8. No motorcycles or other externally mounted engineered vehicle shall be permitted in the development except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

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