



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.

20. All utilities of power, water and telephone shall be underground wherever possible and practical, easements are hereby granted along all road rights-of-way.
21. No motorcycles or other externally mounted engine vehicle shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.
22. It is explicitly understood by the lot owners that damage to the subdivision roads caused directly by ongoing construction of a particular owner shall be the responsibility of said owner to repair. Said damage would include only that caused by irresponsible use and loading of said road during adverse conditions.
23. An area of access is provided to all property owners to allow for access to Lake Blue Ridge. This area is marked on the completed plat and is not intended to be a roadway, but a walkway to provide access to the Lake area. This area is to be maintained by users of said lane. At the time all lots are sold, public use areas shall become the responsibility of the owners for their upkeep, taxes and maintenance.
24. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants and restrictions or provision, either to restrain violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of developer, or any lot owner to enforce any of said covenants and restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.