

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND
EASEMENTS APPLICABLE TO HIGH CLIFFS SUBDIVISION**

REVISED 5/4/2017

OWNER/DEVELOPER: RONALD H. SWAFFORD

1. There shall be no cutting of merchantable timber, except for underbrush and clearing for house site, driveway, yard and/or garden areas.
2. No alcoholic beverages shall be sold or stored for the purpose of sale on any portion of the property.
3. No noxious or offensive activity shall be carried on or allowed to exist upon any portion of the lands affected hereby. No commercial or ham radio antennas/towers, nor commercial signs of any type are permitted. For so long as Developers own one lot in the subdivision, no real property "For Sale" signs are permitted on any lot (or area) other than the signs of said Developers.
4. No tent, travel trailers, motor homes or recreational vehicle shall be installed or allowed to remain on any property for use as a permanent residence or dwelling. However, during construction of a residence, such temporary housing may be used (on site) for a period not to exceed six (6) months. A tent, travel trailer, motor home or recreational vehicle may be use for no more than two (2) consecutive weeks, during ninety (90) day intervals, for the purpose of camping, etc. A motor home or recreational vehicle may be stored in a fully enclosed garage/building on the property which compliments or is similar to the design of the home.
5. No single wide, double wide, modular or any other type of mobile home shall be permitted on the property at any time for any purpose. No storage shed or any other type building shall at any time be used, temporary or otherwise, for the purpose of habitation.
6. Commercial trucks (over one ton), including truck trailers, semi-trailers, trailer/equipment of any type shall not be parked on any lot, public areas or road ways except for temporary parking during deliveries. Equipment necessary for construction or maintenance are permitted on sites only during the time of construction.
7. None of the property affected hereby shall be used or maintained as a dumping ground for rubbish, trash, garbage, waste tires or other waste. Junk (non-running) vehicles shall not be placed upon, dumped or stored on any portion of the property.
8. No animals are allowed with the exception of horses and generally recognized domestic house pets and neither shall be kept for commercial purposes. No barb wire or wire of any type or temporary fences are permitted. Permanent fencing must have prior approval from the Developers and constructed in a manner and materials conducive to the overall appearance of the Subdivision. Any animal pens must be maintained at the rear of the residence, not visible from the roadway.
9. High Cliffs reserves for itself, its successors and/or assigns, a perpetual easement, privilege and right on, over and under the ground, within the boundaries as stated hereafter, for the installation, maintenance, transmission and use of electric, gas, lighting, heating, water, sewer and other conveniences or utilities and all necessary lines or equipment for utilizing same on, in, over and under all roads affecting the property described hereinabove, or within fifteen (15) ft. on either side of the bounds of said road easement, and on, in, over or under a strip of land ten (10) ft. in width on either or both sides of all other lot lines. High Cliffs specifically reserves the right to convey any or all of said easements, rights and privileges to any municipal or public utility, or other person, firm or corporation.

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10. All utility services shall be placed underground from the main roadway.
11. The failure of the Developer, or his successors, to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so subsequent thereto, and shall not bar or effect its later enforcement.
12. High Cliffs, its successors or assigns, may assign any and all of its rights, powers and privileges under this instrument to any other corporation, association or person.
13. A home or cabin must contain at least eighteen hundred (1800) square ft., excluding porches. The exterior of any home or cabin must be completed within one (1) year from the commencement of construction.
14. It is agreed that, upon the complete sell-out of the Owner/ Developer stated herein, Ronald H. Swafford, his successors and assigns, any or all of the restrictive covenants, conditions, reservations and easements applicable to High Cliffs may be altered or replaced, upon an 80% approval vote of the total property owners based upon on (1) vote per lot.