

**BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS FOR THE ESTATES OF BECKLEYS CORNER INC.**

Prior to the start of construction, alteration or installation of any structure or part thereof, the Owner/Developer, or his designee, must approve such work in writing. Plans must be submitted showing specific location of the building and elevation of the main floor, an exterior color and material schedule, (or the range of options available to the Buyer). Owner/Developer may accept or reject the plan, or any part thereof, for aesthetic or other reason, taking into effect the building in keeping with general harmony with the surroundings.

1. **SIZE:** Minimum square footage, not including garages, porches, etc.

Ranch	1800 square feet
Two-story	2300 square feet
One and one-half story	2000 square feet
2. **CONSTRUCTION MATERIALS:** Front exterior of all homes built to have a minimum of 60 % natural materials. Natural materials to include brick, stone, flexlite, or other natural materials as approved by developer.
3. **GARAGE:** Minimum 3-car. Said garage to be attached, not integral, unless deemed appropriate by developmental review. No Front entered garages are permitted. No carports will be permitted to be constructed.
4. **STORAGE SHEDS:** Any additional buildings must architecturally compliment the main structure. Any such building must comply with any zoning ordinances, setbacks, etc. and must be approved in writing by the Owner/Developer.
5. **EXPOSED CONCRETE:** Any exposed foundation walls or concrete block, beyond 6" must be covered with masonry, brick, stone, etc., or other architectural material complimentary to the building.
6. **DRIVEWAYS:** All on-site driveways and parking area must be paved within one month of completion of house, or as soon as possible, weather permitting.
7. **OFF-STREET PARKING:** There must be provided sufficient off-street parking for no less than two cars. This area may be used as a turn-around area, but must accommodate two cars.
8. **OVERHANG:** All houses must have a minimum roof overhand on all sides of not less than 16". Any house not having such must be specifically approved by the Owner/Developer.

9. **POOLS:** There shall be no aboveground swimming pools. Any in-ground pool must be appropriately privatized with shrubs and/or screening. All pool areas shall be fenced in in such a manner as to be secure from small children.
10. **FENCING:** There shall be no fencing in any front yard area. Any side or rear yard fencing shall be no more than 48" in height. All fencing must be in conformance with Township ordinances.
11. **HOME OCCUPATION:** Any in-house occupation must conform to Township ordinances.
12. **SATELLITE TV DISHES:** There shall be no undisguised satellite TV dishes, (or independent TV towers or short-wave, wire-type antennae allowed in any exterior portion of any lot. This shall not be construed to prohibit dishes 24" or less in diameter.
13. **PETS/ANIMALS:** There shall be no commercial pet-care center or pet raising of any sort. Only household pets may be kept. No pet shall be allowed freedom to roam beyond their own yards. No pet may be housed in an exterior setting.
14. **UNLICENSED VEHICLES:** No licensed or unlicensed motor vehicle or any piece of mobile equipment, including house trailers, street cars, or trolleys shall be used for temporary or permanent living quarters of any kind. The removal of wheels, the construction of foundations, rooms or porches, and the installation of water, gas, electricity or sewers to any such vehicle or equipment shall not constitute a permitted dwelling unit within the meaning of these restrictions.  
  
No vehicle or any piece of mobile equipment, unlicensed or unusable, may be stored on any premises unless housed in a garage, except for a temporary period not to exceed one (1) week. Such restrictions shall not prohibit parking of usable vehicles, licensed or unlicensed. However, any licensed vehicle such as campers or boat trailers, etc., must be stored in an enclosed garage. These restrictions shall be no less restrictive than Township restrictions.
15. **MOBILE OR MODULAR HOMES:** There shall be no mobile or modular homes allowed on these premises as a permanent residence. Removal of wheels does not remove the restriction against a mobile home.
16. **UTILITIES:** All utilities must be underground except as required by local ordinances.
17. **CLOTHES LINES AND SWING SETS:** All clothes lines and children's swing sets shall be placed in the rear yard and shall be erected in such manner as to insure the least visual intrusion from the street.

- 18. SOLAR PANELS:** Collection for solar energy shall be allowed only when installed upon the roof surface of the proposed dwelling unit, and are not objectionable architecturally or aesthetically. No freestanding surface units are permitted.
- 19. TRASH:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. *Rubbish, trash, garbage and other waste* must be kept in sanitary containers.
- 20. CHANGING OF RESTRICTIONS:** These covenants and restrictions are to run with the land and shall be binding on all parties and purchasers of lots and on persons claiming under them. At such time as when 75% of all lots have been sold, the Owner/Developer may, at their option, with written approval of 75% of the lot owners, change, delete, alter or add to any and all deed restrictions. Upon completion of development, 75% of owners of lots may change, delete, alter or add to any and all restrictions.
- 21. ENFORCEMENT:** If any purchaser or tenant, or the heirs or assigns of any purchaser, of any lot shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the owners or for any person or persons owning any lot or lots in the restricted area, to prosecute by any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from doing so or to recover damages for such violation.
- 22. INVALIDATION:** Invalidation of any of these restrictions or covenants by Decree or Judgment of any Court of competent jurisdiction shall in no manner affect any of the other provisions but the latter shall remaining in full force and effect.