

RESTRICTIVE COVENANTS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1998. After which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

3. Invalidities of any one of these covenants by judgment or court order shall in no wise effect the other provisions which shall remain in full force and effect.

4. *Architectural Committee.* The five member Board of Directors shall assume all duties of the Architectural Committee in addition to its other duties.* Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. At any time the then record owners of the majority of the lots shall have power through a duly recorded written instrument, to change the membership of the committee, or to withdraw to the committee any of its powers and duties.

**Amended 7/9/2001 by seventy-five per cent of owners*

5. No commercial enterprise shall ever be operated on any lot or lots within any plat of Seven Bays Estates Unlimited with the following exceptions: Lots A, B, C, D, of Plats 1 and 2; Lots 2, 3 and 4 of Block 2 of the Airport Addition; Lots 1 and 2 of Block 4 of Plat 3. This restriction shall not however, prevent the private renting of dwellings upon any lot.

6. Mobile homes made by nationally known firms are allowable in the following areas with the approval of the Architectural Committee - all of Plats 1, 2, 3, 4, and Fry's Addition, and Block 2, 3, 4, and 5 of the Airport Addition.

- Mobile homes on Plats 1, 2 and Fry's addition shall be a minimum size of 10' x 50'.
- Mobile homes on the Airport Addition must be a minimum size of 20' x 40'.
- Mobile homes on Plats 3 and 4 must be a new doublewide, not less than 900 square feet floor space and must be placed on permanent concrete foundations.
- All mobile home skirting shall be completed within sixty (60) days after mobile home is in place

7. No camp trailer, camper, etc. usable as a residence shall be allowed upon any lot for a period longer than sixty (60) days, without approval of the Architectural Committee.

8. Dwellings or buildings to be built upon any lot of any plat must have approval of the Architectural Committee.

- Dwellings built on the Airport Addition must be a minimum of 600 square feet.
- Dwellings built on Plat 3 and 4 must be a minimum of 900 square feet.

9. Any patios, canopies, attachments, carports, garages, airplane hangers or ports if applicable shall be architecturally in harmony and of permanent structure if erected on said lot and shall be completed within 90 days.
10. Not more than three (3) autos will be allowed per lot and all must be in running order. No major overhauling or repairing of cars or planes will be allowed unless in an enclosed garage.
11. The homeowners Board of Directors shall see that a garbage service is provided for the owners exclusive use, either by providing it or having it provided by an outside hauler.*
**Amended 11/21/1991 by sixty-four per cent (64%) of owners.*
12. No building shall be erected on any lot until the design and location thereof have been approved in writing by the Architectural Committee. However, in the event such committee fails to approve or disapprove such design or location within thirty (30) days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with the existing structures in the Addition.
13. All structures shall be set back not less than five (5) feet from side lines, fifteen (15) feet from street and five (5) feet from rear lines, and must be completed as to external appearance within one (1) year of commencement of construction.
14. No natural trees shall be removed from each lot, other than such as may be necessary for the placement of structures and locating of roads, without the permission of the Architectural Committee.
15. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
16. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any such domestic animal that is allowed to run at large or in other activities become a nuisance to property owners may be removed by the Board without its owner's permission.
17. The roads within this development not dedicated to public use, are to be retained as private roads and are so dedicated for use only of owners of lots within the development and owners of land adjoining said road as the means of ingress and egress of said owner.
18. A water and sewer system has been made available by the Developer and owned by the Seven Bays Estates Unlimited Homeowners Association, (except that no sewer system shall be provided within the Airport Addition). The Developer assumes all responsibility to keep the water and sewer systems adequate to the need of the homeowners. Also, the Developer assumes all responsibility to County or State Agencies regarding completion, compliance, or approval of said water and sewer systems. The fee schedule shall be established by the Board of Directors.
19. The Developer reserves the right, to connect to or add to or change (at his discretion) any part of any utility for the improvement of or as is necessary to continue the development of Seven Bays Inc. property.

20. It is the intent of the developer that all lines, pumps, wells, tanks, controls, property involved and all other things incidental to any utility shall become the property of the Homeowners Association and deed shall be filed in their behalf immediately upon completion of installation of each phase.

21. The Developer agrees that the responsibility for maintenance of water or sewer systems or roads on all Plats or Additions shall belong to Seven Bays Inc. until such time as 75% of lots of said Plat are sold, whereupon responsibility shall shift to the Homeowners Association.

22. The following easements are hereby granted:

1. Each lot in the development shall have an easement not to exceed five (5) feet outside perimeter impressed thereon and by those covenants reserved for the purpose of utility service which utility service shall include, but not limited to, telephone, electrical sewer, and water easements. The Developer anticipates that sewer and water systems will be installed in street access but reserve this easement on all lots for unforeseen circumstances.

23. All rights, privileges, licenses, permits and obligations in dealing with Federal, State, County or Municipal Corporations concerning water front access and/or adjacent development shall be vested solely in Seven Bays Estates Unlimited and all lots shall be bound by the Covenants, agreements, licenses, permits and obligations by the action of the said Seven Bays Estates Inc. in procuring, administering, and the perpetual management, maintenance, and supervision of said water access and adjacent developments.

24. Each owner shall maintain their grounds and structures in a clean and attractive condition and keep structures painted and in good repair. Trees, hedges, shrubs, grass and natural vegetation growing on any lot shall be maintained so that the property is not a detriment to the neighborhood as a whole. No building or construction materials (except for normal construction periods as they pertain to the residential homes, garages and hangers as stated in the restrictive covenants) may be stored out of doors where they are visible from any street or adjacent residence. No trash, refuse or unsightly objects shall be allowed on vacant lots or lots with structures except for the seasonal burning as long as it is processed in a timely manner. This restrictive covenant concerning general maintenance of structures and grounds is to be governed in written policy.*

**Amended 8/22/04 by a majority of owners.*

25. Owners of all lots shall maintain the weeds, grass and any other mow-able plants within the boundaries of the Seven Bays Estates Unlimited. Properties are to be mowed or otherwise cropped by July 1 and lot owners are to maintain all re-growth for the remainder of the year. Vacant lots that are not mow-able by normal means of mowing shall keep a reasonable fire buffer around structures whether inhabited or not. Consideration will be given to vacant lots with native vegetation such as grass, brush or deciduous plants provided that a reasonable fire buffer shall be kept around all structures whether inhabited or not. This restrictive covenant is to be governed by written policy for the fire protection of the Seven Bays Estates Unlimited.*

**Amended 8/22/04 by a majority of the owners.*