



Premier Estates Covenants Highlights

HIGHLIGHTS OF: DECLARATION OF COVENANTS, CONDITIONS, AND RESCRITION FOR PREMIER ESTATES

Founder has developed the property into single-family residential home sites on the property known as Premier Estates. Founder's vision for Premier Estates is to have the residences unique in character but with design that emphasizes correct architecture and proportion.

Founder deems it desirable to protect the Owners of the Homesites within the Property against improper development and use of the Homesites which would impair or depreciate the value.

ARCHITECTURAL STANDARDS AND CONTROL

1-1 Approval required: No improvements shall be made, placed, constructed or installed on any Homesite and no exterior modifications to existing Improvements shall be undertaken without prior approval of the Premier Estates Design Committee in accordance with this Article.

1-2 Premier Estates: Premier Estates Guidelines, shall include, but specifically not be limited to guidelines published by the Founder, as from time to time amended, and shall include architectural guidelines. All improvements to Real Property in Premier Estates shall conform to Premier Estates Guidelines unless a variance has been granted in writing pursuant to this Article.

1-4 Scope of Review: The Design Committee may consider any factors in deems relevant; including harmony of external design with surrounding structures and environment and consistency with the visual themes established for Premier Estates. Its decisions may be based on purely aesthetic considerations. Each Owner, by accepting a deed to Real Property in Premier Estates acknowledges that determinations as to such matters are subjective and opinions may vary as to the desirability or attractiveness of particular improvements.

Premier Estates Design Committee ("PEDC")

3-1 Animals. No animals, including reptiles, fowl, swine, cows, or other farm animals may be kept in or maintained on a Homesite. Provided however, dogs, cats, birds and fish commonly kept as household pets may be maintained subject to the guidelines. Animals shall not be maintained or bred for any commercial purpose. All animals must be leashed or fenced when outside. Any animal which causes excessive annoyance or disturbs the tranquility or safety of Premier Estates shall not be permitted to remain. The Association may adopt strict rules governing animals in Premier Estates and may delegate its authority to approve pets to a committee appointed by the Board of the Trustees. It is the responsibility of the owner to remove and dispose of animal's waste on curbs, in grass areas, roadways, and common areas when animal is outside of owners property.

3-3 Screened areas for Unsightly Items: Any unsightly objects including, but specifically not limited to, garbage receptacles, storage receptacles, clotheslines, air conditioning units, etc. shall be maintained only in a screened area which conceals them from the view of the streets and adjacent portions of land subject to these covenants. Plans for such screened areas delineating the design, size, appearance, and location must be approved by the Premier Estates Design Committee prior to their construction

3-5 Trucks, Trailers, and Motor Homes: Except as may be necessary from time to time and caused by an emergency, there shall be no overnight parking on the streets of Premier Estates. Unless approved by the PEDC, there shall be no parking of larger than three-quarter (3/4) ton trucks, panel trucks, work trucks, trailers, or mobile homes on the streets, Homesites or other portions of Premier Estates except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Homesite. Campers, motor homes, travel trailers, panel trucks, work vans, flatbed or work trailers, boats, personal watercraft, and trailers may be kept on a Homesite with PEDC approval. Motorcycles, motorbikes, larger than three-quarter (3/4) ton

trucks, travel vans, boats, personal watercraft, and trailers which are less than twenty-five (25) feet in length must be parked in a closed garage or rear of Homesite. Owners, guests, or their tenants shall not park on streets overnight.

3-6 Satellite Dish, Antennas and Solar Panels: No satellite dish more than two (2) feet in diameter, or similar equipment may be placed upon any Homesite or improvements. A satellite dish, measuring two (2) feet or less in diameter, may be placed on the home only if it is not visible from the right of way on any street within Premier Estates, is substantially impaired, and is located in the rear of the Homesite. Other outside antennas, including radio, microwave, and television antennas, Solar Panels are not permitted in Premier Estates unless the PEDC adopts guidelines permitting the placement and use of said antennas, and the actual use and display of the antenna(s) comply with those guidelines.

3-7 Hobbies: The pursuit of hobbies or other activities and other mechanical devices, which might lead to disordered, unsightly, or unkept conditions, shall not be pursued or undertaken on any Homesite. No permanent type of sports equipment shall be located on any Homesite where such equipment would be visible from any street without the prior written approval of the Premier Estates Design Committee; except, however, permission is not required for a single basketball goal which is situated behind the house which is closest to both the right of way of the street and the goal. There shall be no portable basketball goal used on the street.

3-8 Driveway, Sidewalks, and Street Trees: No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Homesite, unless the apron of such driveway or walk shall be constructed of a permanent paving material which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created. The Homesite owner shall provide for proper maintenance and care of the street trees which are located directly in front of the Homesite. This includes, but is not limited to, the maintenance of the grass and/or ground cover areas in the right of way consistent with the landscaping of the Homesite.

3-9 Sheds and Outbuildings: All sheds and outbuildings requesting to be constructed on the Homesite must be approved pursuant to section 1-1 above. No prefabricated buildings shall be allowed at any time on the Homesite. The building must be keeping with the main dwelling and reflect its same character.

3-10 Temporary Structures: No building, structure or improvement may be erected, altered, placed, or permitted to remain on any Parcel, unless approved by the PEDC. No house trailer, mobile home, motor home, trailer, tent, shack, temporary structure, or other similar building, structure or vehicle may be used as a permanent or temporary dwelling in Premier Estates. This section shall not apply to Founder or builders, contractors, real estate brokers, lenders and utility companies approved by Founder during the Development Period.

3-11 Fencing: All fencing must be submitted to the Design Committee for its review prior to installation. The fencing must adhere to the Design Guidelines, or any amendments thereto, for the neighborhood.

3-12 Noxious or Offensive Activity: No obnoxious or offensive activity shall be allowed in Premier Estates, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants, occupants or guests, or which interferes with the peaceful possession and proper use and enjoyment of the properties in Premier Estates, nor shall any improper, unsightly or offensive use be made of any Homesite or the Common Area, or any part thereof. Without limiting the foregoing, the use, enjoyment, and occupancy of the properties in Premier Estates shall not cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoin property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness, smoke, dust, dirt or ash; unusual fire or explosive hazards; or vibrations. All applicable laws shall be observed in Premier Estates.

Contact Premier Estates Broker for full copy of covenants

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