

**DEED RESTRICTIONS  
PARKERS FAMILY FARM  
BROWN TOWNSHIP, FRANKLIN COUNTY  
TRACTS 1 THROUGH 8  
3 PAGES**

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This conveyance and the rights of the Grantee hereunder and of the respective heirs, executors, successors and assigns are subject to the following restrictions, covenants and conditions, which are part of a general plan to maintain residential/rural standards and in furtherance of the following purposes:

- (1) The compliance with all zoning and similar governmental regulations;
- (2) The promotion of the health, safety, and welfare of the owner and residents of the Property;
- (3) The preservation, beautification and maintenance of the Property and all structures thereon;
- (4) The preservation and promotion of environmental qualities; and
- (5) The establishment for development of the Property of requirements relating to land use, architectural features and site planning.

1. The premises shall be used exclusively for single family, private residence purposes. No building shall be erected, altered, placed or permitted to remain on the Lot other than one single family dwelling, not to exceed two and one-half stories, together with an attached private garage for not less than two nor more than four cars.

2. No further division of the lot shall be permitted.

3. The placement of the residence shall not be closer than 150 feet from the front (road) property line. This provision is excluded for Tract #3.

4. No dwelling shall be constructed, placed or suffered to remain on the premises containing less finished living area (exclusive of porches, breezeways, basements, finished or unfinished walk-out basements, and garages) than as set forth in the following schedule:

One-story Dwellings-2000 square feet plus a two to four car attached garage.

Two-story Dwellings-2500 square feet plus a two to four car attached garage.

One and one-half story Dwellings-2500 square feet plus a two to four car attached garage.

5. Front load garages are prohibited.

6. Outbuildings, Barns, Structures

Any outbuildings, barns and structures must be placed no closer than 30 feet from the property line. All exteriors must be of earth tone colors, white and barn red are acceptable.



## **7. FENCING:**

Wire farm fencing is allowed with wood post. Four board fencing is required along the roadway (north and south lines). No barb wire or single strand fencing. All fencing shall be maintained, and kept in good repair at all times.

8. Construction of any dwelling shall be completed within one year from the date of beginning construction.

9. No garage or unfinished single-family dwelling, trailer, house trailer, mobile home, barn, tent, basement, boat or other out-building shall be at any time occupied or used as a temporary or permanent residence.

10. No house trailer, mobile home or modular (pre-manufactured home) shall be placed or kept on any Lot. Campers, trailers, recreational vehicles, farm equipment, inoperable vehicles, commercial vehicles, tractors, boats, similar type vehicles and/or equipment may be kept only if properly housed and not exposed to public view.

11. No business or commercial activity shall be conducted on any Lot except activities normally related to residential tracts. To the extent permitted by law, an owner, a member of his household, his tenant, or other person claiming through him may use a portion of his single-family residence for his home office, provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner, tenant, household member or other person claiming through such owner and provided further that such activities do no increase the normal flow of traffic of individuals in and out of the property or in and out of said single-family residence. Farm/agricultural crops and activities are allowed.

12. The Lot shall not be used or maintained as a dumping ground for rubbish or trash. Garbage, trash or other waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and out of public view.

13. Animals, livestock shall be permitted including dogs, cats or other household pets as long as, if not raised, bred or maintained for commercial purposes. There shall be no more than 1 farm animal per acre. Other **than for 4-H projects, pigs and swine are not allowed.** Chickens, rabbits or other "small" type farm animals are excluded from the 1 animal per acre, but limited to 20.

14. There shall be no processing/butchering of any type of animals on the premises, at any time.

15. Conservation and preservation measures shall be utilized in order to maintain the natural state of the property and protect the unique environmental features of the land. No forest trees are to be cut on any lot unless deemed unsafe, diseased or dead. Tracts #1, #2, and #3 are excluded with the following exceptions:  
If the Grantee decides to build a residence within the woods, clearing of the area where the residence will be placed is acceptable as long as careful planning and written consultation is received by a certified Arborist. No other trees shall be removed, the woods/trees shall not sold or harvested for profit. General clean up and clearing of brush and growth are permitted. No tree larger than 20 feet tall and no trees further than 50 feet from the residence shall be removed unless diseased, dying or dead, or recommended by a certified arborist. No septic system shall be placed in the woods.

16. All residences or related structures shall have underground utility services.



17. No large antennas or large satellite dishes shall be allowed.

18. The property shall not be used in any manner to explore for, use, or exploit Commercially any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground.

19. At no time shall any tile, natural drainage area or swale be blocked so as to impede in any way the drainage patterns on any lot. If any tiles should be disturbed during construction or at any other time the owners shall be responsible to repair, and/or re-route the tiles if necessary, in order to keep the drainage open and free flowing at all times. No chemicals, water softener discharge, detergents or any other pollutants of this type shall be shall be allowed to run off on any site.

20. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive periods of ten (10) years each thereafter unless, prior to the expiration of any such ten year extension period, a majority of the then owners of Lots shall execute and record an instrument in writing agreeing to change these covenants in whole or in part.

Enforcement of these restrictions may be by proceedings at law or in equity, or both, brought by the Grantor or by any owner or other party in interest, against any person violating or threatening to violate any restriction, and may include an action for damages or to restrain violation, or enforce compliance, of any of them. No failure to object to any violation of any restriction or to enforce any restriction shall be considered a waiver of the right to do so thereafter, either as to the same or subsequent violations.

Invalidation of any of these restrictions by judgment or decree of any court shall not affect the other restrictions, which shall remain in full force and effect.

By acceptance of the within conveyance, the Grantee, for himself and his respective executors, administrators, heirs, personal representatives, successors and assigns, covenants and agree that they shall be bound by the foregoing covenants and that the premises will be conveyed subject to the foregoing covenant which shall run with the land, and that the Grantor and its successors and assigns may rely upon the same with respect to and enjoyment of the Lot.