

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BROOKSIDE ESTATES**

1. **LAND USE AND BUILDING TYPE.** No tract in the property shall be used except for residential purposes or agricultural purposes. No building shall be erected, altered, placed, or permitted to remain on any tract other than one detached single-family dwelling, including but not limited to pool houses, barns, and guest houses. This does not prohibit further subdivision of the tracts. No single-wide mobile homes. Double-wide, modular, or similar manufactured homes, are permitted along with barndominium style homes. Single trailers, campers, or recreational vehicles may be used on any lot or tract at any time as a temporary residential structure but not as a permanent residential structure. No previously constructed home can be moved to any tract. Any form of commercial agriculture is not permitted, except allowable livestock, hay, vineyard, or common crop production.
2. **NUISANCES.** No noxious or offensive activity shall occur upon any Lot, nor shall anything be done thereon which may become, to a reasonable person, an annoyance or nuisance in the Property. This shall include but is not limited to the parking or abandonment of tractor-trailers, trucks, buses, other commercial vehicles, or inoperative vehicles on the street. No junkyards, storage yards, cell towers, or radio towers are permitted. No owner shall allow trash, construction debris or other refuse to accumulate such as to cause odor, eyesore or to pose a fire hazard.
3. **MAINTENANCE.** Owners shall be responsible to mow all unimproved areas not less than 2 times during the growing season and otherwise maintain same in a neat and clean condition. If fields are used for farm hay or grazing only the unused portion shall be mowed on a regular basis. There shall be no clear cutting of timber. Selective cutting of timber is permitted.
4. **ANIMALS.** Horses and cattle are allowed, no overgrazing. Chickens, ducks, other small animals are permitted. Swine, peacocks, and exotic animals are prohibited. Any animal classified as a therapy animal shall not be restricted. Domestic pets may be kept provided that same are not permitted to roam freely or otherwise create a nuisance. There shall be no commercial breeding, stockyards, or other activity that creates a nuisance or offensive environment on any parcel. If any animal becomes dangerous, destructive, or is otherwise a nuisance, the said animal may not thereafter be kept on any parcel. There shall be no commercial kennels(s) located on any parcel.
5. **TERM AND ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. It is expressly understood and agreed that all cost, including reasonable attorneys' fees, incurred by any

moving party in any legal proceedings which result in a successful enforcement or any covenant or restriction contained in this document shall be borne in full by the non-prevailing party in such a proceeding. These restrictions shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years and shall be automatically extended for successive periods of ten (10) years. These restrictions will be applied to any re-subdivision of any tracts.

6. **SEVERABILITY.** Invalidation of any portions of the above covenants and restrictions by judgement or court order shall not affect the enforceability of the remaining provisions, which shall remain in full force and effect.

7. **SUCCESSOR DEVELOPER.** Developer shall relinquish and pass all declarant rights upon the sale of all parcels of BROOKSIDE ESTATES.