

## PRESERVATION RESTRICTIONS/LOT 2 POCKET PRAIRIE SUBDIVISION

1. The use of the Property, including any improvements, shall be restricted to (a) single-family residential and restricted to only one single-family house which shall be the single-family house located on the Property as of the date hereof [ the "Existing House" ], (b) a one-story guest house of not more than 1,800 square feet and located at least forty (40) feet to the rear of the Existing House, (c) an uncovered swimming pool with a water capacity of not more than 25,000 gallons of water and located at least twenty-five (25) feet to the rear of the Existing House , (d) a greenhouse used exclusively for the growing of plants and located at least twenty-five (25) feet to the rear of the Existing House, (e) an arbor located at least twenty-five (25) feet to the rear of the existing house, (e) a porte-cochere attached to the Existing House, and (f) a garage or a carport that is not attached to the Existing House that is located no closer to the front lot line of Lot 2 of the Pocket Prairie Subdivision than the existing mudroom addition to the Existing House that is located on the east side of the Existing House.
2. The Existing House shall remain in its existing location.
3. There shall be no demolition, construction, alteration, remodeling, or any other activity undertaken or permitted to the exterior of the Existing House which would change any architectural feature, detail, form, fenestration, scale or mass, or which would adversely affect the structural soundness of the Existing House. This restriction shall not be construed to apply to the color of the exterior of the Existing House.
4. The existing siding on the Existing House shall not be removed, but new siding may be installed over the existing siding.
5. Windows may be replaced only with windows that comply with applicable governmental energy rating rules and regulations.
6. The Property shall not be subdivided, split or broken up into smaller tracts, parcels or lots.
7. The owner of the Property shall maintain the Existing House in as good or better condition as it existed on the date of closing and maintain the exterior of the Existing House as it exists as of the date of closing.
- 8 .In order to make more certain the full extent of the purchaser's obligations and the covenants, conditions and restrictions on the Property, the deed of conveyance and/or the subdivision plat covenants, condition and restrictions shall contain (a) survey of the Property including, but not limited to, the location of the Existing House and other improvements existing on the Property, (b) photos of the Existing House, (c) a list of architectural features of the Existing House, and (d) a copy of an inspection report on the exterior of the Existing House dated on or about the date of closing.
9. All restrictions shall be binding on purchaser and purchaser's heirs, successors and assigns. (SEE NEXT PAGE)

10. All restrictions shall run in favor of the owner of Lot 1 of the Pocket Prairie Subdivision and shall expire on the date twenty-five (25) years from the date of the closing of the purchase of Lot 2 of the Pocket Prairie Subdivision.