

**HOLIDAY PARK HOMEOWNERS ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS**

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

No erection of structures or exterior additions or alterations to any building situated upon The Properties nor erection of or changes or additions in fences, walls, sidewalks, driveways, and concrete pads, and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by an architectural committee which may consist of members of the Board of Directors , persons who are members of the Corporation, and qualified architects, planners, and builders, as designated by the Board of Directors of the Association. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. No Lot shall be used except for single-family residential purposes. For residential purposes, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories above ground in height and private garage, and servants house for use of bona fide servants.

Section 1a. Each Lot shall be limited to one permanent vehicular driveway access.

Section 1b. No structure of a temporary character, mobile home, recreational vehicle, motor home, trailer, including boat trailer, storm shelter, tent, shack, detached garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

Section 2. The floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,250 square feet, on one story dwellings, and 1,500 square feet, exclusive of open porches and garages on one and one-half and two story dwellings; provided, however, that the total ground area covered by all buildings and improvements shall not exceed 2,677 square feet on any one lot. The private garage on each lot shall provide space for not less than 2 nor more than 3 cars. The doors of such garage shall front the private access roadway and shall be set back 22 feet and 6 inches from the edge of the roadway.

Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

Section 4. No residential structure shall be erected or placed on any building plot, which plot has a lot width and size less than that shown on the plat.

Section 5. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements are reserved by Declarant as shown on the recorded plat of said land, the provisions of said plat pertaining to use of land situated within such utility and floodway easements being hereby referred to for all purposes. Full right of ingress and egress shall be had by Declarant at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 6. No noxious or offensive activity as defined by Holiday Park's Board of Directors shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

Section 7. Buildings, fences, mailboxes, driveways, and other structures, shall be maintained in good order and repair and free of debris including, but not limited to the seeding or sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or a sign of not more than five square feet advertising the property for sale or rent. Additionally, a sign promoting a political candidate or a garage sale is allowed provided it is not more than five square feet and is not displayed for more than 15 consecutive days. A sign indicating involvement in a school activity is allowed provided it is not more than five square feet.

Section 9. 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 purposes.

Section 10. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers.

Section 11. No fence, wall, concrete pad, structure, patio, or hedge shall be located nearer to any front, rear, or side lot lines than the building set back lines without prior approval by the Architectural Control Committee.

Section 12. Trucks with hauling capacity in excess of 1.0 ton, or vehicles with more than 12 seats shall not be permitted to park on the streets, common parking areas, driveways or lots over night, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 12a. RV vehicles, and motor homes are not permitted to park on the streets, common parking areas, driveways or lots, unless the RV is of a size that allows it to be housed completely within the existing private garage structure. The RV must be housed within the garage structure. However, as a temporary condition such vehicles may be parked over night on the street or driveway for a period not too exceed 7 consecutive days or 14 days per calendar year.

Section 13. A motorboat, house boat, personal water craft, or other water borne vehicle, or any small utility trailer or boat trailer may be maintained, stored or kept on any parcel of property covered by these covenants only if housed or screened completely within a structure which has been previously approved by the Architectural Control Committee described in Article VI hereof.

Section 14. No antenna or tower, visible from off the property, greater than 6 feet in any dimension shall be erected upon any lot without prior approval from the Architectural Control Committee.

Section 15. Trash receptacles will be stored adjacent to or behind the building setback line during non-trash collection days.

Section 16. Water, gas, lights, telephone, and other utilities shall be located underground on each lot.

May 1, 2007