

FAIRVIEW ADDITION COVENANTS

All R-1 covenants, plus the following:

1. Set back from street will be 30 feet, rear 10 ft, side 8 ft. (Setbacks also to be drawn on plat map.
2. Maximum height of dwelling to be no more than 35 ft. (2 Story).
3. Minimum SF per unit 1,100 sq. ft. - 1 level (livable space).
4. Attached garages only, maximum size 950 sq. ft. with maximum 8 foot door. Minimum 2 stall, maximum 3 stall, the pitch of the garage roof to match house. There will be no carports allowed.
5. After purchase of lot, construction must start within 20 months, completion within 36 month, including landscaping and paved driveways.
6. All driveways must be constructed of concrete, bituminous or other hard surface material.
7. No homes can be moved onto lots, no mobile homes allowed, and no log built homes allowed.
8. No recreation vehicle storage outside to include boats, R.V.,s motorcycles, etc.
9. Fence height maximum 6 ft. in back yard. No fence in front yard or side yard.
10. No identical home construction next to each other.
11. No out building larger than 120 sq. ft. Wood construction only. Only 1 building per lot and cannot be located within setback areas.
12. No retail business or any other business which generates traffic in neighborhood may be operated out of home.
13. Only one animal kennel allowed to be no larger than 90 sq. ft. and located in back yard only and cannot be located within setback areas.
14. No outside storage tanks for propane, oil, gas, or any other heating fuel.

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Evidence of compliance with these Fairview Addition Covenants numbers one (1) through seven (7) shall require a certificate of compliance from the City of Virginia and this certificate may be granted at any time. No party other than the City of Virginia is intended to have rights under any of the covenants. If events beyond the control of purchaser (owner) prohibit compliance with any covenants, the City of Virginia may grant a reasonable extension for compliance with the appropriate covenants.

If within five (5) years of the date on the deed evidencing a sale by the City of Virginia to the initial owner, the City has raised no objection to the home constructed on the premises, the covenants regarding identical homes being prohibited shall lapse. No party other than the City of Virginia is intended to have any rights under these covenants.

All of the above covenants are to be attached to the plat of the Fairview Third Addition.