

NORTHERN HEIGHTS COVENANTS

Adopted 11/24/98

No.	DESCRIPTION OF COVENANTS FOR NORTHERN HEIGHTS ADDITION	APPLIES TO Block 2, Lots 1-9, excluding Lot 2	APPLIES TO Block 1, Lots 1-8; Block 2, Lot 2 & Block 3, Lot 1
1.	Street setback - 30' Rear setback - 10' Sideyard setback - 10' Setbacks to be written and drawn on the Plat.	Yes	Yes
2.	Maximum height - 35 foot (two story)	Yes	Yes
3.	Unit size - minimum livable square feet/lot/house: 1. Two-story 2. Multi-level/split foyer 3. One level (rambler)	1. 2,400 sq. ft. 2. 1,800 sq. ft. 3. 1,800 sq. ft.	1. 2,200 sq. ft. 2. 1,600 sq. ft. 3. 1,600 sq. ft.
4.	Roofs must be constructed of 250# per square minimum shingle or performance equal. Pitch on roof = 7:12 minimum with 12:12 maximum.	Yes	Yes
5.	No recreation vehicle storage outside, to include boats, R.V.'s, motorcycles, etc.	Yes	Yes
6.	Attached garages only, maximum size is 950 square feet. Minimum two stall, maximum three stall - with garage doors not to exceed eight (8) feet high and roof pitch would match that of the house. There will be no carports allowed. Garage frontage facing street cannot exceed 50% of overall building width.	Yes	Yes
7.	After purchase of lot, City Engineering Department shall receive plans within nine (9) months; construction must start within twelve (12) months - completion within thirty (30) months, including landscaping and hard surfaced driveways.	Yes	Yes
8.	All driveways must be constructed of concrete, bituminous or other hard surface material.	Yes	Yes
9.	No homes can be moved onto lots, no mobile homes allowed, and no log built homes allowed.	Yes	Yes
10.	Fence height maximum is six (6) feet in back yard. No fence is allowed in front yard or side yard.	No fences - except as is required for hot tub	Yes
11.	No identical home construction next to each other.	Yes	Yes
12.	No out-building larger than 120 square feet. Framed siding to match principle structure. Only one (1) out building per lot and cannot be located within setback areas.	Yes	Yes
13.	No retail business or any other business which generates traffic in the neighborhood may be operated out of home.	Yes	Yes
14.	Only one pet kennel allowed to be no larger than 90 square feet and located in back yard only and cannot be located within setback areas.	Yes	Yes

No.	DESCRIPTION OF COVENANTS FOR NORTHERN HEIGHTS ADDITION (continued)	APPLIES TO Block 2, Lots 1-9, excluding Lot 2	APPLIES TO Block 1, Lots 1-8, Block 2, Lot 2 & Block 3, Lot 1
15.	No outside storage tanks for propane, oil, gas, or any other heating fuel.	Yes	Yes
16.	No swimming pools of any kind - above or below ground level.	Yes	Yes
17.	Hot tubs are allowed with only State Statute/insurance required screening.	Yes	Yes
18.	Mail boxes/paper tubes, etc. must be located in compliance within United States Postal regulations.	Yes	Yes
19.	<p>A. All purchasers of Lots, which abut or adjoin the golf course are hereby placed on notice that such Lots may be affected by acts and occurrences incidental to the maintenance and utilization of the golf course. These may include, but are not limited to the following:</p> <ul style="list-style-type: none"> i. the flight of golf balls over and upon such Lots; ii. the recovery of golf balls from such Lots; iii. intrusion of golfers onto such Lots; iv. the usual and common noise level created by the operation of maintenance equipment upon the golf course; v. the usual and common noise level created by the playing of a game of golf; and vi. any and all activities associated with the operation of a golf club. <p>B. By accepting a conveyance of a Lot abutting or adjoining the golf course, any Owner for himself or herself, his or her family and invitees assumes the risk of injury or damage to their person or property resulting from any of the acts or occurrences itemized above.</p> <p>C. Lots adjoining or abutting the golf course are hereby made subject to a limited right of ingress and egress by golfers for the sole purpose of retrieving golf balls.</p> <p>D. By accepting a conveyance of a Lot abutting or adjoining the golf course, any Owner for himself or herself, his or her family and invitees, agrees to release, indemnify and hold harmless the and the City of Virginia (including in connection with the foregoing, elected and appointed officials, directors, officers, employees, servants and agents) from any liability for the acts or occurrences itemized above.</p>	Yes	No