

Exhibit D

DECLARATION OF RESTRICTIVE COVENANTS

Tracts 1-35

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, before which time said Covenants may be extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the Tracts has been recorded, agreeing to change said Covenants in whole or in part, except as provided in Section 2.
2. Individual Tracts will be used for single-family residential purposes only: single-story residences shall have a minimum floor space of 1,500 square feet for single story; 1,800 square feet for a story and a half; two- and three-story residences shall have a minimum floor space of 1,050 square feet per floor. Notwithstanding the foregoing, if Tracts 1-32 and Tract 35 are all purchased by the same purchaser, with or without additional contiguous tracts, then said purchaser will have the right to amend this Section 2, with respect to its contiguous tracts only, to suit its development.
3. No structure of a temporary character will be permitted, including: house trailers; mobile homes; manufactured homes, tents, or shacks. RVs, or other barns or outbuildings shall not be used as a temporary or permanent residence. Temporary tents, canopies, or awnings erected for special events are permitted, provided those structures are removed within 72 hours.
4. All trash, garbage, and waste shall be kept in sanitary containers out of view of neighboring homes, except during the hours of collection.
5. No noxious animals, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or a health hazard to the neighborhood.
6. No boats, RVs, tractor-trailers, non-operating or unlicensed vehicles, or machinery may be kept on any lot except in an enclosed garage or auxiliary building.
7. Guest houses, garages and auxiliary buildings are permitted as long as they share the same architectural design and materials as the home. Horse barns and stables are permitted on tracts with a minimum of 5 acres of open, cleared land as long as they are built from quality materials in a professional manner that joins harmoniously with the home and surrounding area. The main home must be built first.
8. For tracts or combinations of tracts with more than five contiguous acres of open, cleared land, horses, alpacas and llamas will be permitted, and only one animal is permitted for every two acres of open, cleared ground, to limit overgrazing.

9. Any fencing must be well maintained board, vinyl, or wrought iron along all roadways. No gates shall be erected that would block a private road used as access to another lot, except by mutual agreement of the owners of all affected tracts.
10. Acceptable exterior construction materials are wood, brick, stone, stucco, HardiePlank siding and high-quality vinyl; chimneys and fireplaces must be stone or brick. No exposed concrete or block foundations will be acceptable. A 7/12 roof pitch for conventional construction. This would not apply to contemporary construction.
11. Any further subdivision of these tracts must be in accordance with Franklin County requirements. Any tracts created by re-subdivision shall be subject to these Covenants.
12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Buyer acknowledgement:

BUYER

Date

BUYER

Date