

**Granite Way Subdivision Association - Proposed Covenants**

**Re-Draft 12/06/2021**

1. **Further Subdivision** - No lot shall be further subdivided

2. **Use** - The premises conveyed shall be used for mixed business and residential use. Retail or industry shall not be the primary use of any structure in this subdivision.

a. Business and residential structure designs should all be compatible with traditional residential structures.

b. Apartments may be incorporated within the principal business or residence on the premises provided further that such use is in compliance with the zoning ordinance of the Town of Rockport.

c. A residential or professional use of any lot shall conform to the following provisions:

i. There shall be no exterior storage of materials, no exterior display or other exterior indications of the business or home occupations other than signage not exceeding 8 inches by 36 inches containing no more than the name and business of the proprietor and no other variations from the residential character of the principal building. This is in addition to the shared signage on Route 90 on the 200 West Professional Offices sign.

ii. No nuisance, offensive noise, vibrations, smoke, dust, odors, heat, glare, or electrical disturbance shall be generated. In furtherance of this standard, any business or home occupation shall not process goods, materials or foods with commercial or industrial machinery, ovens or other equipment normally associated with high volume commercial industrial scale facilities.

iii. **General Design Requirements**

d. Granite Way Subdivision Association shall approve roof lines, exterior materials, and a minimum landscaping plan. Exterior color schemes shall be either Historic or Earth Tones as marketed by most leading brands of paints and manufactured siding and roofing products.

e. All business or residential structures shall have a minimum overall finished operating or living area. For one story dwellings will not have less than 1400 square feet of living space, exclusive of garage and any accessory structures. Two story dwellings will not have less than 1200 square feet of living space on the first floor, exclusive of garage and any accessory structures.

f. All primary residential or business structures must be built on a continuous foundation. No post or piers shall be utilized except under decks, porches, or accessory structures that are not enclosed for year round use.

g. All structures must be completed on the exterior within one year from the start of construction.

h. All home design must incorporate at least an attached or semi-detached garage or comparable storage structure and shall conform to the general appearance of the residential structure on the lot.

i. Any dwelling, garage or other structure on any lot in this subdivision which may be destroyed or damaged in whole or part by fire, windstorm, or for any other reason must be rebuilt or all debris removed and the lot restored to a slightly condition with thirty (30) days.

**j. Trailers and Temporary Structures** - No house trailers or mobile homes shall be placed on any parcel. Tents or pods used for storage purposes may only be placed on the premises for a maximum of 30 Days. Registered trailers and/or campers may be stored on the premises other than temporarily if they are stored in a garage, barn, or other similar permanent structure or if they are screened by substantial vegetation, fencing, or a combination thereto.

**k. Nuisance** - noxious, dangerous, offensive or unduly noisy activities of any nature shall not be carried on upon any parcel.

**l. Refuse Disposal** - Trash, garbage, or other waste shall be kept in sanitary containers not visible from any road or any other parcel.

**m. Vehicles** - Vehicles not registered for use on public ways must be stored in a garage or similar accessory structure.

n. **Home Owners Association-** All lot owners shall be members of the Granite Way Subdivision Association and shall enforce these covenants. The association shall be responsible for snow removal and sanding, roadside mowing, and any necessary Granite Way road up keep and repairs. Lot Owners with businesses or home occupations making use of the shared Route 90 signage (200 WEST Professional Offices) shall be solely responsible for sign structure and placard maintenance and the upkeep thereof.

o. **Antennas** - No antennas, dish, or similar appurtenant structures shall extend more than four (4) feet above any ridgeline of any residence constructed upon a lot.

p. No livestock or animals other than common household pets shall be kept within this subdivision.

These restrictive covenants shall run with the land and shall be binding upon the grantor and its successors and assigns. The covenants imposed herein shall remain in force for a period of twenty years from the date of the Declaration, provided, however, that they may be renewed for successive six year periods by majority vote of all the owners or lots or parcels of property out of the subject property. A certificate of such vote shall be executed by each owner of record comprising the majority of owners of lots or parcels out of the subject property and recorded in the Knox County Registry of Deeds prior to the expiration of the initial 20-year period and each successive six year period in order to extend the restrictive covenants for any additional period.