

## THOMAS MANOR SUBDIVISION COVENANT

This document, which serves as the operating guidelines within the subdivision of Thomas Manor, is an agreement made between the undersigned homeowner(s) and other homeowners or its assigned party representing all homeowners that collectively operate under the Homeowners Club of Thomas Manor hereinafter referred to as HCTM. Once finalized and approved by the board, it will be the covenant for HCTM.

**BACKGROUND.** The basis of this document is the covenant signed by the original homeowners in Thomas Manor with Brown Property as conveyed through the homebuilder or realtor. The covenant propagates to subsequent homeowners when the property is transferred whether the covenant itself is physically in the hands of the new owner or not. The original covenant was written to accommodate and provide legal clarification of duties and restrictions between homeowners/builders and Brown Realty where the language and clauses do not generally apply to current homeowners. The covenant was put in place and enforced by Brown Property to ensure that it could, within their legal rights, impose those restrictions to their benefit such that they could maximize the chance of selling their lots.

**NOW,** in the interest of promoting and maintaining general good appearance of all properties in Thomas Manor, the following guidelines are agreed upon by and between homeowners:

1. No noxious or offensive trade or activity shall be carried out upon any lot or within any residential buildings in Thomas Manor. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. No sign of any kind shall be displayed for public view on any lot except one sign of not more than five square feet advertising sale or rent of the property, or any organized garage sales signs. HCTM will work with homeowners who may be interested in participating in scheduled neighborhood garage sales, and will coordinate such activity.
3. Homeowners are to maintain their homes in good condition (painting, general maintenance, etc). Homeowners are to agree that any storage building less than 100 square feet must be erected and placed in a manner that does not hinder traffic visibility. The material for such building and its placement must be consistent with sensible and good taste practices and its placement must be well within the property line and behind the fence line. It is strongly recommended that any building exceeding 100 square feet be erected by a qualified builder, adhering to local regulations and requirements and following the general appearance and specification of the main dwelling area (e.g., material, roof pitch, color of brick).
4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property except for dogs, cats, or other common household pets. Per regulations in Madison County, any outdoor pets must be kept behind a physical or electrical fence such that they are kept within a set perimeter inside the property line, and they will be under control by their owners at all times.
  - Though there is no leash-law in Madison County, it is strongly suggested that when walking dogs in the neighborhood that they are on a leash at all times. In the interest of cleanliness and respect of personal property in the neighborhood as well as avoiding unwanted nuisance, all pet owners are requested to restrain their dogs from urinating or defecating in any other yards except their own. But, if defecation occurs (as is very likely the case with most dogs), it is requested that owners be prepared to clean up after their pets.
  - All pet owners must be able to control their pets at all times. In the case of dogs, barking should be kept at a minimum. While it is understandable that dogs do bark, incessant barking is not tolerated and, in general, is an indicative of underlying problems with the dogs.
  - All pets must be kept healthy and, at the minimum, in accordance with Madison County regulations.

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5. Each homeowner shall maintain all sodded areas in a manner consistent with the community-wide standard practice. These include maintaining the lawn grass to a height of less than six inches at all times. Grass clippings from mowing will be neatly collected and placed in bags for disposal or disposed using other means. Homeowners are strongly urged not to "blow" the grass clippings off their properties and into the street but are requested to collect them neatly for disposal. Any other means and blowing them into the street will clog the storm drain system. Additionally, any unsightly debris or items will not be placed in the front lawn or any part of the property that is visible from the streets, unless they are L.I.T. (see below).
6. All homeowners shall abide with the Madison County garbage removal schedule when disposing their household garbage. Except for holidays, currently the regular schedule is to occur on Wednesdays every week. On these days, homeowners are expected to place their garbage bins on the street curb by 6:00 am for pickup. It is acceptable to put bins out the night before.
7. All homeowners shall abide with the Madison County large item trash (L.I.T.) removal schedule when disposing their trash and large debris. Except for holidays, which may cause a change in the schedule, the L.I.T. removal is scheduled to occur on a monthly basis and is to occur on the first full week of each month. During that week, the pickup may occur on any day of the week. However, all homeowners are strongly requested to put out their L.I.T. by 6:00 am on Monday of the scheduled week and only during that week. This is necessary so that our neighborhood will not be inundated with unsightly debris. Please check the Madison County website for current information.
8. All homeowners are strongly requested not to burn items or debris on their property, which would cause heavy smoke and pollute our air. Exceptions are small fires for outdoor activities during the cold weather and use of charcoal grills for outdoor cooking (please observe safety and proper outdoor/outing procedures).

It is the understanding of each homeowner in Thomas Manor that this agreement is in place to reiterate and reaffirm that all homeowners are responsible for maintaining the general appearance of their homes and properties in a manner that is consistent with sensible practice of good taste and common sense. Any event that requires additional insight or those that need resolution will be directed to HCTM or its assignee. HCTM may, at its discretion, form an internal committee consisting of Thomas Manor residents to resolve any issues brought forth.

This signed agreement will be submitted to HCTM, and each homeowner will keep a copy. Upon sale or transfer of the property, the said document will be presented to the subsequent owner. This agreement may be amended by a majority vote through HCTM, and it will be in effect indefinitely until such time when all homeowners collectively decide to no longer have it in place.

The undersigned homeowner and/or its assignee agree to abide by the general guidelines presented in this document.

Printed Name of  
Homeowner(s)\_\_\_\_\_

Signature(s)\_\_\_\_\_

Property Sale or Transfer on\_\_\_\_\_

To:\_\_\_\_\_