

Welcome to Fairview Heights. Like most planned neighborhoods, it has a set of protective covenants that keep the community attractive and protect everyone's investment. This guide puts the essentials up front, then fills in the detail by topic. The recorded covenants remain the official document (see the note at the end).

At a Glance

ANNUAL DUES

\$100 per lot per year to the Fairview Heights Homeowners' Association. Membership is automatic and you cannot opt out.

HOME SIZE

A one-story home needs **1,400 sq ft** on the ground floor. A 1½ or 2-story needs **1,200 on the ground floor and 1,700 total**.

TWO-CAR GARAGE

Every home must have an **attached garage of at least two stalls**. Lots cannot be subdivided.

THE LAKES

Use is limited to the water **within your own lot lines**, and **no motorized watercraft** are allowed at any time.

DRAINAGE EASEMENTS

Building anything in a drainage easement, even a patio or a planting, needs **County Drainage Board approval** first.

STREET PARKING

No overnight street parking, for any vehicle, at any time. Fences are allowed except chain link or wire.

1. Building Your Home

- **Single-family homes only:** One detached single-family home per lot, no more than three stories, and it must include an **attached garage of at least two stalls**. Lots may not be subdivided.
- **Minimum home size:** A one-story home needs at least **1,400 sq ft** of ground floor area. A one-and-a-half or two-story home needs at least **1,200 sq ft** on the ground floor and **1,700 sq ft** in total. Garages, decks, porches, patios, and any space not used exclusively for living do not count toward these figures.
- **Placement:** Follow Gibson County requirements when putting up an outbuilding. Eaves and steps are not counted as part of the building, but no part of a building may encroach on a neighboring lot.

- **Detached garages and storage buildings:** Allowed, either at the same time as the home or after it is finished, never before. They must match the colors and appearance of the home and need the developer's approval.
- **No temporary living:** No trailer, basement, tent, shack, garage, barn, or other outbuilding may be lived in, temporarily or permanently, and no temporary dwelling is allowed.
- **No trailers or homes without foundations:** No trailer, recreational vehicle, or housing without a permanent foundation may be placed on a lot.
- **Asking for an exception:** Any variation from these covenants needs the developer's approval. The developer may halt construction that does not meet the covenants while it decides whether to approve it.

2. The Lakes

- **Who may use them:** Owners whose lots adjoin a lake may use **the part of the lake within their own lot boundaries**. The covenants do not grant use of the whole lake, so confirm what your specific lot includes before you buy.
- **No motorized watercraft** are permitted on the lakes at any time.
- **Everyone shares the upkeep:** All lot owners are responsible for the care and maintenance of the lakes, including keeping them free of trash and debris. This applies whether or not your lot touches the water.

3. Your Yard and Outdoors

- **Fences:** Fences are allowed, with one exception: **no chain link and no wire fencing**. There is no stated height limit or approved-materials list, which gives you more freedom here than in most neighborhoods.
- **Easements:** Utility and drainage easements are shown on the subdivision plat. Nothing may be placed or left inside them that would damage or interfere with utilities, change the direction of drainage flow, or block water moving through a drainage channel. You maintain the easement area on your own lot and everything in it, except anything a utility or public authority is responsible for. No utility may be placed on the boundary line of an easement.
- **Before you build in a drainage easement:** Any pipe, wall, building, pool, patio, planting, stored material, excavation, fill, or other improvement within a drainage easement requires the **prior written approval of the County Drainage Board**. Check your plat early, because this can affect where a pool, patio, or shed can go.
- **Utilities crossing streets:** Any utility that crosses a street or road must be tunneled underneath it.
- **Trash and storage:** Keep trash, garbage, and waste in sanitary containers. Lots may not be used as a dumping ground, and no junk vehicles or stored materials are permitted.

- **No oil or mining:** No drilling, refining, quarrying, or mining of any kind, and no derricks or similar structures.

4. Living in the Neighborhood

- **Pets:** Dogs, cats, and other household pets are welcome, as long as they are not kept, bred, or maintained for any commercial purpose. No livestock or poultry of any kind. The covenants set no limit on the number of household pets.
- **Dogs:** Dogs must be leashed, fenced, or under the owner's control at all times.
- **Parking: No overnight parking on the streets, at any time, for any vehicle.** The only exception is during construction, when vehicles may park in front of the home being built.
- **Signs:** One professional sign up to **3 square feet**, and one for-sale or for-rent sign up to **5 square feet**. Builders may use signs during construction and the sales period.

5. The Homeowners' Association

- **Membership is automatic:** Owning a lot makes you a member of the **Fairview Heights Homeowners' Association, Inc.** for as long as you own it. You cannot opt out, and you cannot excuse yourself from your share of the cost of maintaining the common areas and drainage facilities.
- **Voting:** One vote per lot. An owner of two lots has two votes, and the developer votes on the lots it still owns.
- **Annual dues: \$100 per lot per year** as set in the covenants. When you buy a lot from the developer you make one payment covering the rest of that calendar year.
- **How much dues can rise:** Dues may be increased **no more than once a year**, and an increase may be **no more than 10%** above the amount being charged at the time. Ask Reinbrecht for the current figure before you buy.
- **Special assessments:** None may be charged until the common areas have been transferred from the developer to the Association.
- **If you pay late:** Unpaid charges become a lien on your lot, enforceable by foreclosure, with interest at **18% per year** plus reasonable attorney fees. The lien is secondary to any existing first mortgage of record.
- **Who maintains what, and when it changes:** The developer currently owns the common areas and leases them to the Association, which maintains them. Once every section is platted and **80% of the lots have been sold**, or earlier if the developer chooses, the common areas transfer to the Association free of liens.

- **Roads:** After the developer builds the streets, the Association is responsible for maintaining and repairing them until a government authority accepts them for maintenance.
- **Shortfalls before the transfer:** If dues do not cover the cost of maintaining the common areas and drainage facilities, the developer pays the difference until the common areas are conveyed, and is not reimbursed. The developer does not pay dues on lots it has not sold or built on.

6. Storm Water Drainage

- **The Association is ultimately responsible** for maintaining and repairing the entire storm water drainage system, its parts, and its easements within the subdivision, apart from anything inside county-accepted road rights-of-way.
- **Keep it working:** Every part of the system must operate as designed and built, and stay free of trash, debris, and anything obstructing the flow of water.
- **Maintain it to the approved plans:** Work must follow the street and drainage plans on file with the County Surveyor and County Engineer, and comply with the County Drainage Ordinance.
- **No unauthorized changes:** The Association must prevent anyone from altering, obstructing, or damaging any part of the drainage system or its easements.

7. Good to Know

- **Accepting your deed:** These covenants run with the land and are part of every deed, whether or not they are written into it. They bind you, your heirs, and anyone you sell to.
- **How long they last:** They run for **30 years** from the date they are recorded, then renew automatically in 10-year periods, unless a majority of the owners at that time sign and record an instrument changing them.
- **Enforcement:** Any owner in the subdivision may bring legal proceedings against someone violating or attempting to violate a covenant, either to stop the violation or to recover damages.
- **If one part fails:** If a court strikes down any single covenant, the rest stay in force.

Please note: This guide summarizes the Fairview Heights protective covenants in plain language and is not a complete or exhaustive list. It is for general information only and is not legal advice. The recorded covenants are the official, binding document, and some details depend on your specific lot. One point to confirm with Reinbrecht: in the minimum home size paragraph, the written-out words and the figures in parentheses do not match each other, so ask which controls for your plan. Please review the complete covenants and consult your builder or attorney before purchasing a lot or beginning construction. Ask Reinbrecht Homes for the current recorded copy.