

7/12/89

Cobble Creek Estates East

Deed Restrictions

1. The lot hereby conveyed shall not be subdivided.
2. No outside toilet building, outhouse, privy or chemical toilet shall be erected or installed or permitted to remain on the premises.
3. No building or structure shall be erected or located on the premises within sixty-five (65) feet of any road or street or within forty (40) feet of rear lot line or within twenty (20) feet of any side lot line.
4. The grantors reserve for themselves, their heirs and assigns, an easement and a right to install, construct, maintain, repair or replace utilities and drainage facilities, including poles, wires, pipes and lines, over ground and under ground, over, under and along the front ten (10) feet of each lot and within five (5) feet of either side line and within five (5) feet of the rear line of each lot.
5. Exterior construction of any building, structure, or any improvement, and backfilling and grading must be completed within six (6) months from the date that construction operations are commenced.
6. No trailer, tent, barn, outbuilding, shack or other temporary building shall be erected or permitted to remain on the premises or used for dwelling purposes and no basement or garage shall at any time be used as a residence either temporarily or permanently and no house shall be occupied prior to completion except with the prior consent of the grantors, their heirs or assigns.
7. A sewerage system shall be installed of a standard and design and in a location approved by the grantors, their heirs or assigns, and such system shall comply with the requirements of all local and State public health authorities and sanitary codes. The effluent from such disposal system shall, not be permitted to discharge into any storm water sewer, open ditch, drain, stream, pond or lake but shall be disposed of in such a manner as may be approved of by the grantors, their heirs or assigns.
8. The grantees, their heirs or assigns, shall cut the brush on the lot and maintain the same in a neat condition.
9. No building shall be erected on the premises other than one private, detached, single dwelling house to be used by a single family only, together with one private

garage attached to such dwelling house and suitable only and restricted to the use of the occupants of such dwelling house.

10. No building, structure, including a swimming pool or fence, shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of grantor, as to the location, elevation, construction, plans and design. No aboveground swimming pool of any type shall be permitted. Grantor, its successors and assigns, shall approve or disapprove, in writing, the said location, elevation, construction, materials, colors, plan, and design within fifteen (15) days after the plans and specifications for the same have been completely submitted. Exterior construction of any building, structure, or any improvement, and backfilling or grading must be completed within six (6) months from the date that construction operations are commenced. The dwelling must have a total minimum of 2000 square feet of living space and a minimum of 1500 square feet of living space on one level of the dwelling, excluding underground levels from such space level requirements. Said disapproval may be based on purely aesthetic reasons.

11. The finished grade of the lot after construction of a dwelling shall be such as to conform with the drainage plan prepared by the grantors, and all drainage swales or ditches required by the aforesaid drainage plan shall be kept free and clear of soil, debris or other material and any landscaping carried out by the grantees, their heirs or assigns, shall not interfere with or alter in any way the said drainage plan.

12. No building erected on the lot shall be used for the purpose of any profession, trade, employment, manufacture or business of any description nor as a school, hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor as a hotel, apartment house, duplex rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence, nor for any purpose other than that of a private residence for the use of one family only, together with one private garage attached to such dwelling house and suitable only and restricted to the use of the occupants of such dwelling house, nor shall the lot without a building be so used, nor shall anything be done on the lot or in any building thereon which may be an annoyance or nuisance to the occupiers of the neighboring lands. Provided that nothing herein contained shall be deemed to prevent one duly qualified medical practitioner from practicing in any such private dwelling house where he resides, but this shall not be construed to permit any such practitioner or any other person to use such private dwelling house as a sanatorium, hospital, nursing home or anything in the nature thereof. No sign shall be displayed on the lot and/or any improvements thereon offering the same or other property for sale or lease or otherwise without the prior consent of the grantors, their heirs or assigns.

13. The Grantees agree to join an Association of owners of lots at Cobble Creek Estates, when such Association is formed, and to pay annually such fees and dues as may be properly levied and assessed by the Board of Directors of such

Association, including fees and charges for recreational facilities.

14. No grantee shall clear his lot of brush, trees or anything else of an inflammable nature except after having first obtained the approval of the grantors in writing, such approval to specify the time and manner in which such clearing shall be made.

15. No open fires shall be started without written permission of the grantors.

16. No animals, livestock or poultry or any kind shall be raised, bred, or kept on any lot, except a dog, cat, or other household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that all such household pets shall be restrained by a leash while outside any structure of the development.

17. All fuel storage tanks on the premises used for the storage of inflammable oils or fluids shall be either stored and contained underground in a safe and proper manner or shall be screened from view, if stored and contained above ground, said screening to be approved or disapproved by grantors in writing.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall be kept in sanitary containers. The grantors, their heirs and assigns, reserve the right to approve or disapprove the location of sanitary containers for the disposal of trash, rubbish, and other wastes on the premises.

19. No tree of a diameter of three (3") inches or more, measured one (1') foot above the ground, shall be cut down or removed from the premises without the prior written consent of the grantors, their heirs or assigns.

20. The restrictions and covenants hereinabove set forth shall apply only to the premises herein conveyed and may be changed, altered and amended by the grantors, their heirs or assigns, in their sole discretion.