

## **Cobble Creek Estates**

### **Deed Restrictions**

1. The premises 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 forty (40) feet of any road or street or within twenty (20) feet of any side or rear 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. The portion of the lands of the grantors shown on said map as roads and streets are not dedicated to public use and title thereto shall remain with the grantors, their heirs and assigns, subject to the right of the grantors, their heirs or assigns, to dedicate the same to public use by deed to be recorded in the aforesaid Recorder's office, which right to so dedicate the grantors, their heirs or assigns, hereby reserve, and subject also to the right of the grantors, their heirs or assigns, to convey the same or to vest the maintenance and control of the same or some of them to or in any group, company or corporation to be designated by the grantors, their heirs or assigns, subject nevertheless to the right of the grantees, their heirs or assigns, and those claiming under them to use the same for ingress and regress and egress to and from the public roads by the most direct course.
6. Exterior construction of any building, backfilling and grading must be completed within one (1) year from the date that construction operations are commenced.
7. 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.
8. 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.

9. The grantees, their heirs or assigns, shall cut the brush on the lot and maintain the same in a neat condition.

10. 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 and/or heliport attached to or detached from the dwelling house and suitable only and restricted to the use of the occupants of such dwelling house.

11. No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the grantors, their heirs or assigns, as to the location, elevation, plan and design. All dwellings one story in height shall have a living area of not less than 1,200 square feet. All dwellings two story in height, or bilevel, shall have a total living area of not less than 1,600 square feet. The grantors may refuse to approve said plan based purely on aesthetic grounds, but approval shall not be unreasonably withheld. The grantors, their heirs or assigns, shall approve or disapprove the said location, elevation, plan and design, of the dwelling house and other structure, within fifteen (15) days after the same have been submitted.

12. 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.

13. 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 and garage and/or heliport for the use of the occupants thereof, 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.

14. 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.

15. If at any time during which these Covenants are in effect the owner of any lot or other land area in the Development desires to sell and receives an offer from a bona fide purchaser, he shall give written notice to Grantor of the offer, specifying the name or names of the real party or parties so offering, the exact amount of the offer and the terms and conditions of the offer. Grantor shall have a period of thirty (30) days from the actual receipt of the notice of the offer to purchase and to notify the owner of its intention to purchase on the same terms and conditions, and if the Grantor notifies the owner of its intention to so purchase, final settlement and conveyance shall occur within ninety (90) days after the owner's receipt of notice of intention to purchase. If Grantor fails within said thirty (30) day period to notify the owner of its intention to so purchase, the owner shall have the right to convey the lot or lots to the third party offerer, or his assignee or nominee within six (6) months of the expiration of the thirty (30) day period; and if the owner fails to so convey, all rights of Grantor shall be reinstated as though no previous offer incident had occurred.

16. If Grantor purchases a lot or lots under the terms of this paragraph above, lot owner shall deliver good and marketable title and if lot owner is unable to deliver good and marketable title, Grantor shall have the option of taking whatever title lot owner can deliver, without an abatement in price or rescinding or voiding its intention or agreement to purchase, in which event Grantor shall be reimbursed for any expense it has incurred in preparation for settlement.

17. No unlicensed motor vehicle may be kept, parked, or garaged on said premises, or on any road or street contiguous thereto. Motor vehicle as used herein shall include, but shall not be limited to, automobiles, trucks, snowmobiles, motorcycles, and off-road motorized equipment. All vehicles or parts thereof shall be parked on the premises and shall not be parked in or on any road or street in the development, whether or not said vehicle is in functional order. No inoperable motor vehicles shall be kept on the premises whether garaged or not. The Grantors shall have an unrestricted right to remove said vehicles parked or garaged in violation of this covenant. The Grantees, their heirs and assigns, shall reimburse Grantors, their heirs and assigns, for any and all expenses incurred by the Grantors, their heirs and assigns, in removal of vehicles parked or garaged in violation of this covenant. The Grantees, their heirs and assigns, hereby remise, release, discharge and hold harmless the Grantors, their heirs and assigns, and any agent, servant or employee of the Grantors, their heirs and assigns, from any and all liability for any such removal of vehicles.

18. No fence of any type or description shall be erected upon the premises without

first obtaining the approval, in writing, of the Grantors, their heirs or assigns. The Grantors may refuse to approve any proposed fence purely on aesthetic grounds.

19. 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.

20. No open fires shall be started without written permission of the Grantors.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.