

CLIFFTOPS RESIDENTIAL RESTRICTIVE COVENANTS

Note: These are the covenants which govern the use of ALL property in Clifftops except that which is zoned for commercial use. These covenants are basic and override any provisions of the Restated Covenants which established the Clifftops Property Owners Association. The Rogers Group, Inc., was the direct successor to J & L Development Company. The authorities for architectural control and standards have been delegated by the developed to the Clifftops Property Owners Association.

RESTRICTIVE COVENANTS FOR PROPERTY OWNED BY J & L DEVELOPMENT COMPANY

J & L Development Company, herein referred to as the "Declarant", the owner of the property described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (the "Property"), hereby declares the following list of covenants and restrictions to be covenants running with said land and binding upon that portion of the property of J & L Development Company described in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

These covenants shall be binding on all present and subsequent owners of the property in any capacity whatsoever, until the first day of January in the year 2000; but such restrictions shall be extended thereafter in intervals of ten (10) years, unless rescinded prior to the beginning of any such ten (10) year period, by a vote of fifty-one (51 %) per cent of the then owners of residential lots within said area, each owner to have one vote for each residential lot owned by him, but provided that where the property is co-owned, the co-owners shall be entitled to only one vote. The properties to which the aforesaid restrictions and covenants are applicable are all of those properties described in Exhibits "A" and "B" hereto, except those portions designated on Exhibit "B" as (1) Buffer/Green Area; (2) Lake; (3) Public Oriented Property; (4) Bridle Paths and Hiking Trails; and/or (5) Commercial Property. All other property described in such Exhibits are residential lots and shall be henceforth subject to these restrictions and covenants for the period set forth above. Exhibit "B" is a scale drawing of the proposed Master Site Plan for the property described in Exhibit "A" and, notwithstanding anything to the contrary contained herein (including the provisions of Paragraph 16 hereof), the Declarant may, without obtaining the consent of any other person or owner, by an instrument in writing signed by the Declarant and recorded in the same office where these restrictions are recorded, amend these restrictions to substitute for Exhibit "B" the actual site plan or plans as recorded, showing the metes and bounds of such property or properties, so long as such site plan or plans, as recorded, do not substantially alter the location of the lots or other properties reflected on Exhibit "B" hereto.

1. Residential Use. All of the lots in the Property subject to these restrictions shall be used for single or double family residential, or for recreational lodge, purposes exclusively, other than those areas designated on Exhibit "B" for Commercial or Recreational Use. Such use may include a duplex or two-family residence but not an apartment building. Any such duplex residence must be so designed as to give the appearance of a single family dwelling. A recreational lodge shall not be considered an apartment building. There shall be no more than one such lodge constructed on any lot. All references to residences or buildings herein shall be deemed to apply to such lodges as well as to other residences or buildings.

2. Minimum Setback. No building shall be erected on any lot nearer than sixty (60) feet from any boundary line of said lot, with the exception of bluff front lots where houses may be built on the boundary line closest to the bluff.

3. Lot Size and Prohibition of Subdivision. All lots shall be no less than five (5) acres in size. No lot shall be subdivided into smaller lots.

4. Megal or Offensive Use. No illegal, noxious or offensive use shall be made or carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No lot owner will be permitted to store old or wrecked cars, trucks, road machinery, crates, barrels, boxes or scrap metal or unsightly junk of any kind, on any lot unless same is contained within a building.

5. Temporary Structures. There shall not be permanently erected at any time on any lot any trailer, mobile home, tent, shack, garage or barn for residential purposes, and there shall not be any residence of a temporary character permitted. No structure shall be built or moved on to any lot unless it shall conform to and be in harmony with existing structures on the property.

6. Minimum Square Footage. No residence shall be erected which shall have less than a 1,000 square feet of floor space devoted to the living area, and all porches, breezeways, garages, and similar space shall be in addition to the said minimum square feet. Any and all buildings started on any lot or part of any lot shall be completed within nine (9) months from the time construction is started. No building materials shall be stored on any lot or part thereof for a period of more than four (4) months unless construction is started within that time, and then said construction shall be completed within ten (10) months of the time that the materials are placed on the lot (this does not include materials that are stored within a finished building).

7. Architectural Control. To insure a standard of improvements satisfactory to all lot owners, no building, fence, residence or other improvement shall be erected upon or moved on to the property without the approval in writing of the Declarant or its successors in interest, or their duly authorized agent or agents, upon submission of proposed plans and

specifications and location thereof. This right of approval may be delegated to a committee appointed by the Declarant. A failure to exercise the right of approval in anyone or more instances shall not be a waiver of the right to exercise the right of approval in any other instance. In administering this item, the design and appearance of a dwelling or of a building and its surroundings will be of primary importance. Any fences erected on the property must be approved by the Declarant or its successors in interest. Gates are to be constructed and hung in a good workmanlike manner. No dwelling shall have less than 750 square feet on the main floor. All residences shall be served by septic tanks and overflows which comply with local health requirements. No outdoor toilets will be permitted after the construction is completed. Lots are not to have more than two (2) detached buildings and pumphouse. Any detached building may not exceed 750 square feet of floor area.

8. Animals. No swine or other farm animals, except horses, shall be allowed or permitted to be maintained on any lot at any time. No practice will be permitted which pollutes streams or lakes in the area. Ownership of dogs, cats and other household pets will be permitted, but no professional kennel for the sale or trading of animals shall be maintained on any lot at any time. No more than four (4) horses shall be kept on any lot at one time and any horses so kept shall be fenced.

9. Sewage. No sewage shall be allowed to flow onto the surface of the ground but shall be disposed of through septic tanks or sanitary sewers in accordance with regulations of the appropriate health authority.

10. Signs. No signs of any advertising nature shall be permitted on any lot or building except "For Sale" signs of dimensions no greater than 30" x 30". Only one (1) such sign shall be permitted on any lot at any time. Notwithstanding the foregoing, however, this restriction shall not apply to the Declarant or its selling agents during the development and sale of the entire tract.

11. Utility Easement. A perpetual easement is reserved on each lot for the construction and maintenance of necessary utilities. Not in diminution of the foregoing, but in addition thereto, a twenty (20) foot utility easement is specifically reserved across that portion of any lot which fronts on a road.

12. Trash Containers. All areas for the storage of garbage cans, incinerators, trash burners and the like, and all other containers for trash shall be so screened so as not to be visible from any street or road on the property.

13. Enforcement. If any present or subsequent owner of the property subject to these restrictions, or their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, then the Declarant and/or any person or persons owning a lot or lots within the property may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, and to prevent the same by injunction and/or to recover damages for such violation.

14. Severability. If anyone or more of the restrictions or covenants herein contained are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restrictions herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

15. Covenants to Run with Land. All restrictions, covenants and conditions herein contained are hereby declared to be covenants running with the land, and shall be binding upon and obligatory upon all persons who now own property or who may hereafter own, possess or occupy any part of the said property during the term of these covenants.

16. Amendment. Any of the restrictions imposed in this instrument may at any time or times be amended by a recorded instrument in writing signed and acknowledged by the owner or owners of record of 100% of the lots within the Property. Additional restrictions may be placed on said Property in the same manner.

17. Headings. The headings contained herein are for reference purposes only and are not to be construed as part of these restrictions.

18. Gender. The use of the words herein requiring selection of any gender, singular or plural, shall be construed so as best to describe the party in question.

IN WITNESS WHEREOF, we have set our hands this 8th day of January 1976.

J & L Development Company By: Sam J. Lewis, Jr., Partner By: Benjamin R. Rechter, Partner

Note: Exhibit "A" consists of a recital of the metes and bounds of the entire Cliff tops Development.

Exhibit "B" represents the latest current status of implementation of the Master Site Plan as amended by subsequent filings and recordings of specific plats for development phases.

Exhibits "A" and "B" have been omitted from this copy of the covenants but may be inspected at the Cliff tops Office.

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