

COVENANTS AND RESTRICTIONS TO BE PART OF FINAL
PLAT OF ^{RE} SUBDIVISION OF ESSEX ESTATES.

WHEREAS, the Declarant desires and intends that persons hereafter acquiring any interest in the above described real estate shall at all times enjoy the benefits of and shall hold interest subject to the rights, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property; and

WHEREAS, it is further desirable to provide for the enforcement of these covenants and restrictions.

NOW, THEREFORE, the Declarant as the legal title holder declares as follows:

1. That the aforesaid real estate is and shall be held transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, which shall run with the land and be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each owner, their heirs, successors, and assigns, and shall be enforceable by the owner of any real estate subject to this Declaration, or their respective legal representatives, heirs, successors or assigns.

2. That no lot shall be used for other than residential purposes, and that each residential lot shall be used by no more than one single family.

3. No lot shall be resubdivided by any Owner at any time.

4. That all residential homes constructed on said lots shall have a minimum square footage of 2,200 sq. ft., exclusive of garage and basement for a one story home and 2,500 sq. ft., exclusive of garage and basement, for a multi-story or tri-level home. That construction of a building shall be completed within one year from the date that said construction is commenced.

5. That no fences, or detached buildings, sheds or structures shall be constructed on said property.

6. That the use of any driveway, parking area, or any other area of the lot as a parking place for recreational or commercial vehicles other than commercial vehicles used in rendering of services on behalf of an owner is prohibited. The term recreational vehicles includes, but is not limited to, boats, campers, mobile homes and trailers.

7. That no driveways or parking areas shall be used for the major repairs of automobiles or other motor vehicles.

8. That no motor vehicle in a state of disrepair or an unoperable motor vehicle shall be parked or stored on the driveway of any other area of the lot or parcel of real estate.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit altruism, exploration or otherwise shall be conducted or maintained or permitted on any part of the property.

10. No animals, rabbits, livestock, fowl or poultry shall be raised, bred, or kept in any residential unit, or on any lot, except that dogs, cats, and other domesticated household pets may be kept therein, provided they are not kept, bred, or maintained for a commercial purpose; and provided further, that

any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be removed from the property upon a three day written notice from the Association.

11. No obnoxious or offensive activity shall be carried on in any residential unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to other owners or occupants.

12. That the construction of the principal residence shall be completed within one year from the time that construction commences and that no occupancy shall occur prior to completion.

13. That the owner shall not damage, fill, obstruct, or otherwise interfere with the storm water drainage ditches on owners property or within the subdivision and in the event that the drainage ditches on owner's property are damaged or obstructed the owner shall, at owner's expense, immediately cause said drainage ditches to be repaired and the obstructions removed.

14. Each and every covenant, restriction, reservation and servitude contained herein shall be considered to be an independent and separate covenant and agreement. In the event any one or more of such covenants, restrictions, reservations, and servitudes for any reason shall be invalid or unenforcible, all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.