

## Hunter's Chase Restrictions and Covenants

1. All building sites in the tract shall be known and described as single-family building sites for construction of single-family residences only.
2. No building shall be erected, altered, placed or permitted to remain on said real estate except one (1) detached single family dwelling house, not to exceed two and one-half (2 ½) stories in height, and the exterior construction of such dwelling house shall be of brick, stone, random rock, clapboard siding, vinyl siding or stucco construction on masonry background, or a combination of the foregoing (stone and brick do not include concrete block or brick shingle), and no basement foundation concrete block shall be exposed above ground level unless covered with stone; brick, clapboard, or vinyl siding or any combination thereof. In addition, at least forty (40%) percent of the front of the residence shall be of stone or brick. Said dwelling house shall contain at least 2000 square feet of living space, not including the basement and garage. All dwellings must have an attached garage (a minimum of 2-car garage) with garage door opening not to exceed a height often (10) feet, to be used only in conjunction with said dwelling house. A storage building is permitted in the back yard of a size not to exceed sixteen (16) feet long by twelve (12) feet wide by eight (8) feet six (6) inches high, to be built of masonry or wood. No metal building is allowed. Shutters must be on any side of the house that is visible from the street. All roofs shall have a pitch of not less than 4/12, exclusive of porches and decks.
3. No part of any property covered under these covenants or restrictions nor any other lot in this subdivision shall be used for business or manufacturing purposes. No hospital, asylum, sanatorium, public institution, group care living home of any kind, or day care centers shall be erected or be a part of the residential dwelling, nor shall any building on the property be converted into or used for such purposes.
4. No livestock of any kind, including cattle, sheep, hogs, goats, horses, poultry and pigeons, or housing for livestock of any kind, shall be kept or maintained on said real estate. No breeding or training kennels for animals of any kinds shall be kept or maintained upon the real estate. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are housed within the residence. NO outside dog houses shall be permitted and no pets or animals shall be kept outside. No animal coop or runway shall be housed on any such lot or real estate.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on said real estate at any time as a residence, either temporarily or permanently. No above-ground swimming pool shall be permitted on said real estate. Any in-ground pool must be fenced in and also be in accordance with local ordinances. Any in-ground pool must be located behind the dwelling. All pool equipment must be housed in a bath house located at the pool.

6. No outside toilet shall be erected or maintained on said real estate. No outside clotheslines of any type shall be permitted.
7. No trailers, mobile homes, double-wide trailers, or modular units shall be permitted on any lot.
8. All vehicles kept on the lot must have current inspection and current license; otherwise, they must be kept enclosed in the garage and not visible from neighboring properties.
9. No noxious or offensive activity shall be carried on upon said real estate, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including storage of personal property on or about said real estate on the outside of the dwelling erected thereon.
10. No sign of any kind shall be displayed to the public view on said real estate, except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period.
11. The real estate shall not be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste, rubbish or refuse shall not be kept or stored on the premises, except in sanitary containers for immediate removal and not for storage, and no outside burning of any kind is permitted. All equipment for disposal of such material shall be kept clean and in a sanitary condition.
12. The dwelling house on said real estate shall be connected to the Hamilton Township Municipal Sewer System and Bear Valley Water System, if available.
13. No boats, mobile homes, recreational vehicles, campers, travel trailers or similar property shall be stored or kept on the lot. No tractor trailers, school buses or commercial vehicles shall be parked-or maintained in the development, including parking on public streets. No truck over the capacity of  $\frac{3}{4}$  ton shall be parked on the streets or stored on the lot.
14. Construction Time Factor: When construction of a dwelling house is started, all building, grading and driveways (either asphalt or concrete) shall be completed within a period of 12 months. Construction and grading work on said lot and dwelling shall not spillover onto adjacent lots.
15. There shall be no antennas erected on the lot. Satellite dishes are permitted, if 18 inches or under in size, provided they are mounted on the side or rear of the house. Underground cable is available to all lots.

16. No fences shall be erected or maintained in the front or side yards, although a fence may be erected or maintained in the rear yard of any lot of a height no greater than four (4) feet. No fence, wall hedge or mass planting shall be permitted to extend beyond the minimum building setbacks established herein. No chain link fences shall be permitted. Fences are permitted to enclose the back yard (back yard to mean beginning at the rear corners of the dwelling).
17. No buildings or other structures shall be built or erected within ten (10) feet of the side or rear boundary lines of said real estate, but this restriction shall not prevent the erection of a fence in the rear yard.
18. No fuel oil storage tanks, except those contained within the building, shall be kept or maintained. Bottled gas tanks must be enclosed with a fence.
19. Grantee shall maintain all areas between all road and street right-of-way lines in the paved portion of the said roads and streets, until such roads and streets are accepted by Hamilton Township or until the lot is conveyed to a buyer. All streets and roads within the subdivision of Hunter's Chase will be ordained by Hamilton Township without the express written consent of any Grantees, their heirs or assigns.
20. Invalidity of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

FURTHERMORE SUBJECT TO restrictions as set forth in Deed Book Volume 439, Page 564, insofar as they are enforceable and insofar as they have not been superseded or enhanced by the above said restrictions; and should there be any conflict between the above said restrictions and those set forth in Deed Book Volume 439, Page 564, the above-stated restrictions shall control.

SUBJECT TO all conditions, restrictions, easements, rights-of-way and agreements, whether set forth herein or otherwise, as may be set forth or referred to in the above recited Deed and as may appear elsewhere in the chain of title for the property, or on the ground by an inspection of the premises, insofar as they are enforceable, are unrevoked or amended, and not in violation of any law, including the Fair Housing laws of the United States Government.