

CONASHAUGH LAKES
COMMUNITY ASSOCIATION
DEED
RESTRICTION
CODES

1. No structure shall be erected on the tract conveyed hereby other than one private dwelling house; such dwelling house to be suitable for the use of, and to be used by a single family only, with one private one or two car garage, attached to or detached from the dwelling house, and suitable only for the use of and to be used only by, the occupants of such dwelling house.
2. No part of the within conveyed premises shall be subdivided, conveyed, or transferred apart from the whole thereof; provided however, that if more than one tract is conveyed hereby, each such tract may be separately conveyed or transferred in its entirety.
3. Before commencing construction of any improvement on the tract herein conveyed or any part thereof, and before commencing any alterations or additions thereto, the owner shall obtain the approval of Conashaugh Lakes, Inc. in writing of the plans and location of such improvements and the sewage system and the construction, or the installation of any such improvements, shall be carried out in strict conformity with such approved plans. The owner shall submit detailed plans in duplicate to Conashaugh Lakes, Inc., and the permit will be endorsed on one set of such plans and returned to the owner; the other set of such plans being retained by Conashaugh Lakes, Inc. The owner must at his own expense obtain the necessary township, municipality, or other state or local government approval of such plans, and obtain any necessary building or occupancy permits from such sources. A building permit fee of \$100 shall be paid to Conashaugh Lakes, Inc. by the owner at the time of approval of the plans for any dwelling to be erected on any tract. Conashaugh Lakes, Inc. agrees that its approval hereunder shall not be unreasonably withheld, except that disapproval of plans or specifications may be based on purely aesthetic grounds.
4. The finished grade of any parcel after construction shall be such as to conform with the drainage plan prepared by Conashaugh Lakes, Inc. and all drainage swales and ditches required by the aforesaid drainage plan shall be kept free and clear of spoil, debris, or other material by the owner; and any landscaping carried out by the owner shall not interfere with or alter in any way the drainage plan.
5. No structure erected on any parcel after construction shall be used for any purpose other than that of a private residence, for the use of one family only, garage for the use of the occupants thereof; nor shall any parcel without a structure be so used; nor shall anything be on any parcel or in any structure thereon which may be an annoyance or nuisance to the owners or occupants of neighboring lands.
6. No trailer, tent, barn outbuilding shack, or other structure, shall be erected on the lot, and no basement of 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 Conashaugh Lakes, Inc.
7. Before occupancy of any dwelling, a sewage disposal system of a standard design, and in a location approved in writing by Conashaugh Lakes, Inc., shall be installed by the owner, and such system shall comply with the requirements of all local and state 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 by Conashaugh Lakes, Inc. And further, no sewage disposal system or seepage pit, drainage field, etc., nor any part thereof, shall be located within 100 feet of high water mark of any lake, pond or stream.
8. No outhouse, privy, or chemical toilet shall be erected or installed on any parcel.
9. So long as the streets, roadways and rights of way existing within the development have not been specifically dedicated by deed recorded in the clerk's office in the Pike County Courthouse (which right to do so dedicate Conashaugh Lakes, Inc. hereby reserves without the necessity of jointure by any owner.), Conashaugh Lakes Inc. reserves the right to vest maintenance and control of the said streets, roadways, and rights of way, or some of them, in the Conashaugh Lakes Community Association, or in any other group, company, or corporation, designated by Conashaugh Lakes Inc.

10. The owner, by recording the deed to his tract or tracts, shall thereupon become a MEMBER of Conashaugh Lakes Community Association, and promises to maintain such membership, and pay (1) such reasonable annual fees or dues as the ASSOCIATION may by its By Laws prescribe, (2) such reasonable annual fee or assessment as the ASSOCIATION may charge for the repair or maintenance of the said streets and roads, including snow removal and (3) such reasonable annual fee as the ASSOCIATION may charge for garbage and trash removal to be provided by the ASSOCIATION, and which service each owner agrees to use. Conashaugh Lakes, Inc., being a member of the ASSOCIATION by virtue of the lands owned by it, will not be liable for such annual fees or dues, assessments and charges. No sale, transfer or other disposition of tract or tracts voluntary or involuntary, shall be effective until the proposed transferee shall have been approved for such membership unless and until the owner shall have paid all outstanding dues, fees, and assessments then due as herein provided.
11. No trees in excess of one inch caliper, or any shrubbery may be removed within the area between any building set back lines and the exterior property lines of any tract, except after having first obtained the approval in writing of Conashaugh Lakes, Inc.
12. No owner shall clear any tract or part thereof of brush, trees, or anything else of a flammable nature, and dispose of the same by burning, except after having first obtained the approval in writing of Conashaugh, Inc.
13. No flammable materials of any nature whatsoever shall be burned on any tract, or part thereof, except that the owner may burn picnic fires in any permanent outdoor fireplace, provided the plans for the location and construction of such fireplace have been first approved in writing by Conashaugh Lakes, Inc.
14. The owner shall cut dead and/or fallen trees or branches on the tract and cause the removal of the same when it constitutes a fire hazard. The owner shall maintain the lot in a neat condition. If the tract in the opinion of Conashaugh Lakes, Inc. is untidy or unsightly or constitutes a fire hazard, Conashaugh Lakes, Inc. may clear or tidy the tract, or cure and remove the fire hazard and charge reasonable costs of such work to the owner. The owner is prohibited from erecting any fences, other than such as is approved in writing by Conashaugh Lakes, Inc.
15. Unless otherwise provided in writing by Conashaugh Lakes, Inc., or on recorded subdivision plans, no part of any structure shall be erected closer to any side line of the tract than 35 feet, nor closer than 80 feet to the property line constituting the centerline of the street on which the tract abuts; nor shall any part of any structure be erected closer than 35 feet from any other interior tract lines, provided that in the event that any boundary line of tract adjoins any lake, stream, pond or water course, no part of any structure shall be erected closer than 100 feet from such lake, pond, stream or water course.
16. That the tract or any building thereon erected, or any part thereof, shall not be used or occupied as a club, profit or non-profit, or for the carrying on of any trade or profession.
17. That the tract or any building thereon erected, or any part thereof, shall not be used or occupied for the distillation or brewing, manufacturing, or sale of any malt, vinous, spirituous, or intoxicating liquor of any kind.
18. That no poultry, cattle, or any livestock whatsoever, shall be kept, bred or raised, upon the tract or any building thereon erected, or any part thereof.
19. That not more than two domestic animals may be kept or maintained, and none whatsoever may be bred or raised, on the tract, or any building thereon erected, or any part thereof.
20. That no oil or gas well shall be drilled on any tract or part tract conveyed.
21. No signs of any type, including "For Rent" or "For Sale" signs, shall be erected or maintained on the premises, other than name signs approved or provided by grantor.

22. Conashaugh Lakes, Inc. reserves for itself, its successors, assignees, agents, and nominees, the right (but it does not assume any obligation) to install, erect, construct, maintain, repair and replace: wires on poles, guys and supports attached thereto, conducts for electricity, telephone lines, TV aerial service wires, water pipes and lines, sewer pipes and lines, and gas pipes or lines in, on, or over the tract and the adjoining roadways and rights of way. Conashaugh Lakes Inc. agrees to so locate such lines as to not unreasonably interfere with the use of the tract by the owner.
23. It is covenanted and agreed between the grantor, its successors and assignees, and the grantees' heirs, executors, administrators, and assignees, that no part or portion of the described premises shall be owned, used or occupied, directly or indirectly, by any person or persons, unless such person or persons shall first be approved for membership in Conashaugh Lakes Community Association. Nor will the grantee, sell, convey, rent, lease, or permit to be occupied, the premises hereby conveyed, to or by any person or persons, excepting those first approved for the membership in Conashaugh lakes Community Association, and will submit the required application to said club, and obtain approval thereof before any sale, conveyance, lease or rental is consummated, or occupancy is permitted. This paragraph shall also operate with respect to any devolution of title by operation of law or otherwise.
24. The grantor may designate Conashaugh Lakes Community Association and/or any other designated person, association, or corporation, as agents of the generator for the purpose of carrying out all or part of the authority vested in the grantor by these restrictions.
25. No excavation shall be made on any tract except for the purpose of building thereon, and not until the time when building operations are commenced. No earth or sand shall be removed from the said premises except as part of the said excavation. Once building operations are commenced, the exterior shall be complete within six (6) months from the date of the commencement of the building operations.
26. Failure to promptly enforce any of the above restrictions, conditions, or covenants, shall not be deemed a waiver of the right to do so thereafter, and the validation of any of the above covenants or restrictions by judgement of any competent Court shall in no way affect any of the other provisions which shall remain in full force and effect.