

HUDSON LAKE ESTATES SUBDIVISION PHASE #1

RESTRICTIVE COVENANTS

ARTICLE I

1. LAND USE

Each lot in Hudson Lake Estates Subdivision shall be used for single family residential purposes only.

All garages must be for not less than two or more than three vehicles which shall be attached to the residence dwelling. No unattached permanent structures of any type or any other out building shall be constructed or erected on any lot.

2. HEIGHT RESTRICTION

No building shall be erected, altered, placed or permitted to remain on any lot that would exceed three stories in height and in no event shall any building be erected to a height exceeding forty feet from the finished grade of building, together with necessary accessory buildings including a garage.

3. LOT SPLIT

No lot shall be split, divided or sub divided for sale, resale, gift transfer or otherwise so as to create a new lot.

4. TRADE OR COMMERCIAL ACTIVITY BARRED

No trade or commercial activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any said lot on Hudson Lake.

5. PLAN APPROVAL

The following provisions shall apply to all of the lots:

For the purpose of maintaining specific architectural guidelines and standards for the development of all said lots within Hudson Lake, each owner of a lot shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings intended to be erected thereon to the grantor setting forth the general arrangements of the interior and exterior of the structure, including the color and texture of the building and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the structure on the lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the grading and drainage plan.

Each owner covenants that no excavation shall be made, no buildings shall be erected and no materials shall be stored upon the premise by said owner or his/her agents heirs, successors or assigns until the grantor shall have approved said plans and specifications in writing. If the grantor fails within thirty (30) days after receipt of such plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the grantor disapproves said plans and specifications the owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by grantor within one (1) year following conveyance of the title to said owner (or such extensions of time as grantor may, at its sole option extend) grantor reserves the grantee and each owner hereby acknowledges the right of grantor at its option, to repurchase the lot at its original purchase price thereof as evidence by the closing statement executed at time of purchase.

Each lot owner further acknowledges that considering plans and specifications submitted, grantor will take into consideration, plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent lots and effect upon the neighboring properties and the overall development of Hudson Lake and Acknowledges that the grantor may require submission of samples of materials to be used in the construction of said single-family residence of the condition of the approval of said plans and specifications. Each lot owner further acknowledges that the grantor shall not be responsible or liable to said owner or to any other owner of the lots in the subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to any lot owner in the preparation, submission and, if necessary resubmission of proposed plans and specifications.

Each lot owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by grantor in accordance herewith.

With the easement areas designated on the recorded plat of Hudson Lakes, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each lot and all surface improvement thereon shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or public utility company is responsible.

6. BUILDING LOCATIONS FENCES

No building shall be located on any lot nearer to the front line or nearer to a side street than the minimum setback lines shown on the recorded plats. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn nor shall any fence or wall of any kind, for any purpose be erected, placed or suffered to remain on any lot nearer to any street now existing or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. This provision 6 shall not be applicable to limit the size or location of the subdivision entry signs, identification or walls. Nothing herein contained, however, shall be construed as preventing the use of such portions of the lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other

ornamental plants, or for small statuary entrance ways, fountains or similar ornamentation for the purpose of beautifying said premises. No vegetables or grains of the ordinary garden or field variety shall be grown on such portions of said lots, and no weed, underbrush or other unsightly growths shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulations.

No chain link fencing shall be permitted in the subdivision. Village requirements on fencing enclosing swimming pools will be required.

7. TEMPORARY RESIDENCE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

8. TEMPORARY STRUCTURE

No temporary building, trailer garage, storage building or structure shall be placed upon any lot for storage without the express written consent of grantor.

9. ANIMALS

No animals, birds, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets which are kept for domestic purposes only, and are not kept bred or maintained for any commercial purposes. No more than two dogs or two cats may be kept on any lot except such dogs or cats in excess of such numbers are less than three months of age. All animals must be restrained on the owner's lot and owners shall take all steps necessary to insure the same.

10. LOT MAINTENANCE AND WASTE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view of abutting properties. All lots which have been developed but not built upon shall be maintained to include two (2) mowing each year, not later than July 1st and October 1st.

11. CLOTHES LINE

No clothing or any other household fabrics shall be hung in the open on any lot and no outside clothes drying or airing facilities shall be permitted.

12. VEHICLES NOT IN USE

No automobile or motor-driven vehicle shall be left upon any lot for a period longer than thirty (30) days within a ninety (90) day period, in a condition wherein it is not able to be operated

upon the public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

13. HOBBIES

Hobbies or other activities which tend to detract from the aesthetic character of Hudson Lake Estates and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically, but not exclusively, to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

14. BOAT, TRAILER AND VEHICLE PARKING AND STORAGE

No truck trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any lot unless it is in a garage or other vehicle permanent enclosure out of view from the street and abutting properties; provided however, that nothing herein shall prohibit the occasional, non-recurring, temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

15. GARAGE

No dwelling shall be constructed on any lot unless an enclosed garage for at least two automobiles is also constructed thereon.

16. SIGNS

No signs of any kind shall be displayed to the public view, on any lot except:

- A. One professional sign of not more than one (1) square foot.
- B. One sign of no more than two (2) square feet advertising the property for sale.
- C. And signs used by the building to advertise the property during the construction sales period.

17. ANTENNAS

Television and radio antennas, including satellite dishes over thirty (30) inches in diameter, whether roof top or ground mounted, shall be prohibited on the exterior of any house or lot. Roof top mounted satellite dishes thirty (30) inches in diameter and smaller may be permitted with written approval from grantor.

18. ENTRANCE WALLS, FENCING, SUBDIVISION IDENTIFICATIONS SIGNS, EARTH MOUNDS AND LANDSCAPING

The walls, fencing, subdivision identification signs, earth mounds and landscaping shall not be removed or changed and shall be maintained in good condition by the association.

19. GRADING AND DRAINAGE

No construction, grading or other improvements shall be made to any lot if such improvements would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways or other drainage configurations.

20. LIGHTING

Exterior lighting shall be subject to the following restrictions:

- A. Wall mounted lights shall be limited to maximum 75 wattage.
- B. Ground lighting shall be on post lights with maximum 100 wattage.

21. EXPOSED BLOCK

No building or structure within the subdivision may have more than two (2) courses of exposed blocks.

22. CEMENTOUS MATERIALS

To maintain the continuity of Hudson Lake Estates Subdivision, all buildings erected on said lots will be required to maintain a minimum of one-fourth (1/4) of the total exterior in brick, stucco, stone or other cementous materials, as approved by grantor.

23. LANDSCAPING

The following minimum landscaping standards shall apply:

- A. Front yards must be sodded except around trees where mulching shall be permitted.
- B. Along the front foundation area, a minimum of twelve (12) shrubs with height no less than eighteen (18) inches must be installed and maintained.
- C. In the front yards, there must exist at least one (1) shade or ornamental tree with minimum diameter at breast height (DBH) at two (2) inches.

24. STORAGE BUILDINGS

Outside storage buildings shall not be allowed on any lot unless written permission has been given from the grantor with respect to site, material, locations and design.

25. DRIVEWAYS

All driveways shall be hard surface pavement or concrete and should extend from the garage door to the street and be approved by the grantor.

26. OWNERS ASSOCIATION LIEN

Each owner of lots in Phase One (1) of this subdivision shall automatically become a member of the Owner's Association which shall be established for the purpose, among other things, of

maintaining common areas as set forth on the recorded plat lot 409 of said subdivision as well as those dedicated areas not maintained to the satisfaction of the owner's association. As a member of the Association, each owner shall be liable for assessments and/or dues which assessments and/or dues shall become a lien upon said lots, subject only to the lien for real estate tax and assessments and any first mortgage lien against said real estate.

27. SIDEWALKS

The installation of sidewalks will be the responsibility of the property owner. Sidewalks will be installed per village specifications upon completion of the construction of each residence. Within 5 years of the commencement of the subdivision construction, all sidewalks will be installed by the owners of each property regardless of the construction of a dwelling on the respective lots.

ARTICLE II

Grantor reserves the right to modify or amend these deed restrictions during the period of constructing improvements and selling all lots, however, any modification or amendment shall not further restrict those requirements set forth herein.

ARTICLE III

1. These conditions, limitations and restrictions set forth herein shall be considered part of any contract, deed, lease or instrument relating to any lot in "Hudson Lake Estates" subdivision without being incorporated therein, and the acceptance of any contract, deed, lease or instrument relating there shall operate as a covenant to use the premises in conformity with the conditions, limitations and restrictions set forth herein which are for the use and benefit of every person who shall or may become the owner or have any title to any lot located in the aforementioned subdivision.
2. The foregoing reservations, restrictions, conditions, covenants, obligations and charges may be changed, modified, altered, amended or annulled at any time upon the action, in writing, of the owners of a three-fourths majority of the lots.
3. Should any one or more of the foregoing restrictions, covenants or conditions at any time in the future be held to be illegal, void or unenforceable, such fact shall not in any way impair the validity of any of the other restrictions, covenants or conditions, all of which shall remain in full force and effect.
4. The covenants, conditions and restrictions imposed are for the benefit of all the lot owners and are to run with the land, and shall be binding on all parties and persons claiming under such lot owners for a period of thirty (30) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten years, unless otherwise agreed to in writing by the majority vote of the lot owners within the subdivision.
5. Enforcement of these restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any restriction, either to restrain any violation or to recover damages including attorney fees and court costs.