

Robin Hood Lakes Lot Owners Association, Inc.,

Covenants / Declarations

The deed to given under this contract shall contain the following restrictive covenants, easements, reservations, charges and conditions which are part of a general development scheme of the land referred to on reverse side hereof and shall run with and bind the land to be conveyed hereunder, subject to the right of the owner of the tract of which said premises are a part, to waive any of the following restrictions for any plot or group of lots when in the opinion of the owner such waiver may be desirable or necessary.

1. The premises hereby conveyed shall be used for residential purpose only. Building on said premises is restricted to a one family dwelling and private garage for not more than two cars. The residential building, exclusive of garage, shall a minimum floor space of 600 square feet. No building shall be rented without the consent of the SELLER
2. No structure or building of any sort shall be moved to erected or constructed on any plot until a complete set of plans and specification has been submitted and approved in writing by the seller. The seller shall approve or disprove said plans or specifications within 15 days after the same have been submitted. No structure of a temporary character, trailer basement, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanently.
3. No Purchaser shall clear his lot of brush, trees or anything else of an inflammable nature except after having first obtained the approval of the Seller in writing, such approval of the Seller in writing, such approval to specify the time and manner in which such clearing shall be made.
4. No building shall be erected on any plot within 25 feet of the front lot line, or nearer than 20 feet to any side street than 20 feet to any side street line or nearer 10 feet to an interior line.
5. No lot shall be used or maintain as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers.
6. No noxious or offensive trade or entertainment, including the keeping of animals, other than commonly accepted domestic pets, shall be carried on upon any lot or lots nor shall any nuisance be maintained thereon.
7. Sewerage from all buildings erected on the premises shall be cared for by the owners or occupants by installing a septic tank which shall at all times be maintained in a proper sanitary condition, in accordance with legal requirements. No privy vaults shall be maintained on said premises.
8. No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Seller.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front, side and rear 5 feet of each lot.
10. No signs of any type, including sale signs, shall be erected or maintained on the premises.

11. Excepting and reserving unto the seller all waters, water and any rights appurtenant to said water. The purchasers shall not in any way hinder the natural flow of the said water nor make any use whatsoever of the same without the written consent of the seller. It is intended also that the purchaser shall have no right to make any use of water or water rights which may exist upon other premises of the seller of which the above describe land is part.

12. The portion of the lands of the Seller laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Seller subject to the right to convey to the association aforementioned with reservations, subject to the right of the PURCHASER and those claiming under them to use the same for ingress and egress to and from the public roads, and if and when dedicated for public use shall be made subject to the right of the Seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephone and electric poles, within the lines of such roadways.

13. No wells shall be dug or installed on any lot to which water lines have been laid.

14. The restrictions as herein provided shall apply only to the premises hereby conveyed and may be changed by the Seller when desired by it or its successors, said restrictions being imposed for the benefit of the remaining lands of the Seller and the lands which may be hereafter acquired.

15. An Association of property owners is to be formed by or with the approval of the Seller and designated by such name as may be deemed appropriate, and (when formed) the Purchaser covenants and agrees that he, his executors or assigns, shall be subject to the payment of annual dues and assessments in compliance with by-laws, rules and regulation to be promulgated by the Association.

16. The Purchaser agree not to sell, rent, lease or permit the premises hereby to be conveyed, excepting to persons first approved for membership in the aforementioned association, or in the event the association has not yet been formed, excepting to persons first approved by the New 1901 Corporation or its successors.

17. 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 invalidation of any of the above covenants or restrictions by judgment of any competent court shall in no wise affect any of the other provisions which shall remain in full force and effect.