

KITTY DUNES HEIGHTS

DECLARATION OF
PROTECTIVE COVENANTS

1. RESIDENTIAL USE

All the lots in this subdivision shall be used exclusively for residential purposes. No structure shall be erected or maintained on any lot other than a single-family residence and a private garage for the sole use of the occupant of the residence erected thereon. No original lot or group of lots may be subdivided without the written consent of Adors Limited Partnership or its successors in interest.

2. TYPE AND SIZE OF CONSTRUCTION

(a) Any residence erected on any lot in this subdivision shall have a minimum floor living area of 1,200 square feet excluding porch, garage, sun deck, patio or terrace, breezeway and attic or wall space.

(b) No building, fence or other structure shall be erected, placed, moved onto, maintained or in any way altered on any lot in the subdivision until such time as the proposed building plans, specifications, exterior color or finish, plot plat (showing the proposed location and elevations of such structure, drives and parking area) and construction schedule have been approved in writing by Adors Limited Partnership, its designated representative or successors in interest as developers of the subdivision. Adors Limited Partnership may refuse approval of plans, location, or specifications on any ground, including purely esthetic considerations, which in the sole discretion of Adors Limited Partnership shall be deemed sufficient. No alterations in the exterior appearance of any building or other structure shall be made without similar approval being obtained from Adors Limited Partnership. One (1) copy of all plans and related data shall be furnished Adors Limited Partnership which shall be retained by it for its records.

(c) The exterior of all residence and other permanent structures in the subdivision shall be completed within six (6) months after the commencement of construction. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior of such structure is complete.

(d) No trailer, mobile home, house trailer, modular home or temporary structures, such as tents, shacks, garages, barns, or other outbuildings shall be used on any lot in this subdivision at any time as a permanent or temporary residence.

3. SETBACK AND SIDELINE REQUIREMENTS

No building or structure including porches, garages and outbuildings shall be constructed closer than ten (10) feet from the sideline of lots as shown on said plat, nor closer than twenty-five (25) feet to the front or street line of said lots, except the front setback shall be greater if so designated on the subdivision recorded plat. On corner lots the said setback abutting a street shall be twenty (20) feet. The rear yard setback shall be twenty-five (25) feet.

4. NUISANCES

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property obtained that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within ninety (90) days of such casualty. No advertising signs, or posters, other than a sign advertising property for sale or rent shall be placed on the said lots. No animals, livestock, or poultry of any kind, other than household pets shall be kept on any lots.

5. EASEMENTS

Easements are reserved along and within five (5) feet of all side lot lines and within ten (10) feet of all front and rear lot lines for the construction and maintenance of conduits, poles, wires, and fixtures for electricity, telephone service, cablevision, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to remove any obstacle which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress and egress from and across said premises to duly authorized maintenance personnel. This easement shall also extend along any owner's side and rear property lines where fractional lots are owned. It shall not be considered a violation of the terms of this easement if wires and cables carried by pole lines pass over or under some portion of lots not within the five (5) foot wide strip, provided such lines do not hinder the construction and maintenance of buildings situated on any such lot.

6. SUPPLEMENTAL COVENANTS

Adors Limited Partnership may at its option, by filing a supplemental Declaration of Restrictive Covenants, bring within the scheme of this development additional land and subject them to the restrictions herein imposed, or make such additions or deletions as Adors Limited Partnership may see fit.

7. DURATION

These restrictions shall be binding on all the lots in the subdivision and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter; unless, prior to the expiration of the initial twenty (20) year period or any such ten year period thereafter, an instrument signed by the owners of record of the majority of the lots in the subdivision has been recorded revoking