

# Harbor Oaks Estates Deed Restrictions

(Abbreviated)

## LAND USE OF HARBOR OAKS ESTATES

The Developer declares that the Subject Property, each Lot and any Residence shall at all times be used, constructed, occupied and held subject to the following land use covenants:

**Section 1.** Residential Use Only: All Lots shall be for residential use only and only single family homes approved in accordance with Article III ("Architectural Control") may be constructed thereon. No commercial or business occupations may be carried on in Harbor Oaks Estates, except for the construction, development and sale or rental of Residence. No structure of temporary character, or trailer, or tent, or other "out-buildings" may be erected or located on a Lot, except for a construction shack or temporary toilet during construction of a Residence, and except for such temporary structures needed or utilized by the Developer in connection with the construction, development, sale or rental of the Subject Property. No temporary structure may be used as a Residence.

**Section 2** All cans and containers used for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed so as not to be displayed in the front of any lot or parcel except on regular days for collection of trash, garbage and rubbish, as may be provided by any sanitary service unit, and then only when such service unit requires the container or containers to be placed in the front of any dwelling.

**Section 3.** No fences shall be erected or maintained on a lot or lots which shall be in excess of six (6) feet in height, except hedges of shrubbery, which shall not exceed an average height of six (6) feet. Said fences shall conform to and be in keeping with the types of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance. No wall type fence or solid board fences shall be erected or maintained in any front yard or in any yard facing a street or avenue.

**Section 4.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

**Section 5.** No trailers, campers, boats or commercial vehicles of any kind shall be parked on or adjoining the property, unless inside a covered garage, with the exception of delivery vehicles or service vehicles while in the process of performing their services.

**Section 6.** No structure of temporary character, trailer base, tent, shack, garage, barn or other outbuilding or any portion of same shall be used or parked on any lot any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the lots except temporary buildings used during the construction and promotion of the houses and sales of the lots hereinabove described. Structure additions to residences after initial construction by builder must be confined to an area 20' from rear lot line, 7.5' from side lot line, and 25' from front lot line. No structural additions will be permitted without written permit of the Committee.

**Section 7.** No sign of any kind shall be displayed to the public view on any lot except one sign not more than six square feet advertising the property for sale or rent, provided, however, that these restrictions chill not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of lots.

**Section 8.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**Section 9.** All lawns shall be maintained. If the home is unoccupied or vacant for extended periods of time such as vacations, it shall be the owner's responsibility to insure proper maintenance in his absence.

**Section 10.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or' other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 11.** Any house erected or constructed on the above-described lots must be connected to the existing water and sewer systems provided by the developer, its successors and assigns.

**Section 12.** No trees can be removed from lots once all construction is complete unless it has died. In the event a tree is removed, it will be replaced by the owner of the lot and at his expense in an area with an exposure to public view.

**Section 13.** No passenger cars shall be parked overnight on lawns.

**Section 14.** No business or commercial ventures shall be conducted on lots except owners may rent all or a portion of their residence for living in same.

**Section 15.** All roofing, paint and stain colors used on the outside of homes are to be compatible with the trees and other natural characteristics of the property. Therefore, only those approved colors used by the Builders in original construction of the subdivision shall be permitted when rework is done by owners.

**Section 16.** Mining or Drilling There shall be no mining, quarrying or drilling for oil or other minerals undertaken within any portion of the Subject Property.

**Section 17.** Nuisances No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted on the Subject Property.

**Section 18** Clotheslines: Outdoor permanent clotheslines shall be prohibited on the Subject Property. Portable rotary type or reel type clothes dryers will be permitted in the rear yard only. On corner lots such portable dryers will not *be* placed within 25' of side street line, and said clothes dryers must be stored when not in use.

**Section 19.** Increase in Insurance Rates: No owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Subject Property.

**Section 20.** Antennae and Aerials: No antennas or aerials shall be placed upon Residences except one outdoor television antenna to provide normal television reception\_ No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Subject Property.

**Section 21.** No Further Subdivision: The Lots shall not be further subdivided.

**Section 22.** Destruction to Residence: In the event a Residence is damaged or destroyed by casualty, hazard or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Residence or promptly clear the damaged improvements and grass over and landscape the Lot in a slightly manner.

**Section 23.** The exterior architectural design will not be changed by any owner except by written permission from the Committee. This is to include, among other things, the roof lines, color of roofing, exterior trim, windows, doors, gates, fences and privacy court walls.