

Cornerstone Homeowners Association: Restrictive Covenants

The following is a subset of the restrictive covenants for CHA. These require adherence by property owners.

1. All lots are single-family-private residential lots.
 - a. No other structures may be erected, altered, other than the single-private-family dwelling.
 - b. No trailer house, mobile, or manufactured home is permitted to be used as a dwelling
 - c. No old or used buildings or structures of any kind may be moved upon any lot
 - d. No used material may be used for construction except reclaimed brick of a variety approved by the GRANTOR or their authorized representatives
2. All buildings located on any lot must conform to the minimum front, rear, and side yard requirements as required by Union Twp. Ordinances.
3. Minimum floor space - applies to building new homes
4. Lot size - lots may not be divided or reduced in size without written consent of GRANTOR or their authorized representatives
5. No surface soil shall be dug or removed from any lot for purposes other than building and landscaping of said lot, without prior consent of the GRANTOR or their authorized representatives
6. Easements - as shown on the recorded plat
7. The exterior woodwork of all residency structures and garages must be painted with at least 2 coats of paint, varnish, or stain prior to occupancy
8. No individual water supply system shall be permitted on any lot except a water supply system used exclusively for irrigating the lawn and landscape, and such system must be located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both state and local authorities.
 - a. Approval of such systems as installed shall be obtained from such authority
 - b. No individual sewage disposal systems shall be permitted on any lot
 - c. All lot owners must hook into the Union Twp. disposal and municipal water systems.
 - d. Each residential structure shall have a check valve installed on the sanitary sewer connection inside the structure
9. Construction starts - impacts builder
10. All unimproved lots shall be mowed and maintained by the owner so that weeds, grass, and vegetation do not exceed 12 inches in height. If the owner refuses or fails to mow and maintain the unimproved lot, the GRANTOR may hire someone to mow and maintain the lot and the owner shall be liable to the GRANTOR for any resulting charges and such charges shall become a lien upon the property
11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may become an annoyance or nuisance to the neighborhood. Any lot owner who allows a building contractor on his/her premises to damage trees shutting lots or to litter abutting lots shall be personally responsible
12. All driveways shall be surfaced with asphalt, concrete, or interlocking brick, and must be a minimum of 20 feet wide to the street line and shall be completed, weather permitting, prior to occupancy

Cornerstone Homeowners Association: Restrictive Covenants

13. Trailers, tents, shacks, tool sheds, barns, or any temporary buildings of any design whatsoever are expressly prohibited within this subdivision, and no temporary residency shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling and which shall be removed from the premises on completion of the building, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the subdivision, provided the same shall be removed at the time of completion of such construction. No outside storage sheds or buildings shall be allowed.
14. No outside television antenna or other antenna or aerial, saucer, or similar device except up to an 18 inch satellite dish attached to the structure shall be placed, constructed, altered, or maintained on any lot unless GRANTOR determines in their sole discretion that the absence of an outside antenna creates substantial hardship with respect to a particular lot
15. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 6 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs as the allowed must be maintained in good condition at all times and removed on the termination of their use.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other house pets which may be kept in accordance with the following:
 - a. No pets kept or bred for commercial purpose
 - b. May not be obnoxious or offensive due to noise, odor or unsanitary conditions
 - c. No savage or dangerous pet may be kept or brought upon the premises
 - d. All lot owner are responsible for collection and disposition of all fecal matter deposited by any pet maintained by such lot-owner.
 - e. No dog which barks and can be heard on any frequent or continuing bases shall be kept in the subdivision
 - f. The association may charge all lot-owners maintaining animals a reasonable additional assessment to be collected in the event that the association determines such assessment is necessary to defray the maintenance cost to the association of accommodating liability to the association
 - g. The association may, without cause, remove any animal from the subdivision which the association in violation of the restrictions imposed by the covenants
 - h. The association may assess fines for violations of these covenants
17. No manufacturing or commercial business or enterprise of any kind for profit shall be maintained in any residence or garage in the subdivision
18. No lot shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage, or other materials, except as necessary for and during construction
19. Underground swimming pools or other permitted underground structures may be installed when approve in writing by the GRANTOR. No free-standing above-ground-level swimming pools are permitted under any circumstances

Cornerstone Homeowners Association: Restrictive Covenants

20. Basic landscaping, including finish grading or sodding must be completed within 9 months after occupancy
21. GENERAL
 - a. No trailers, motorcycles, boats, boat trailers, snowmobiles or snowmobile trailers, campers, camping vehicles, motor homes, all terrain vehicles, commercial vehicles other than those present for business, or vehicles other than automobiles may be parked in the subdivision, except within a private, attached garage may be brought or stored upon the lot either temporarily or permanently. Such vehicles may be towed by the CHP or GRANTOR at the owners expense.
 - b. No clothes lines or outside drying of laundry is permitted
 - c. All homes must be equipped with an electric garbage disposal
 - d. All mail boxes are to be uniformly located with reference to the dwellings
 - e. All homes shall have a check valve installed on the sanitary sewer line
22. Architectural Control:
 - a. No buildings or structures...see #13
 - b. No perimeter fences are allowed within the subdivision, except ornamental fences, garden walls with written permission of the GRANTOR
 - c. GRANTOR may refuse the above
 - d. GRANTOR has 30 days to refuse
 - e. All residences construction shall have finished exteriors of brick, stucco, dryvit, stone, wood, or vinyl siding or a combination thereof. All exterior paints, stains, material colors must be shown as part of the building plans (GRANTOR approval)
23. A lot-owner may lease his/her residence as a single-private-family dwelling provided however, no lot-owner shall lease less than the entire residence and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least 6 months, unless approved by the CHA
24. Activities deemed offensive, and which are prohibited: use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons projectiles or devices
25. There shall be created the Cornerstone Estates Homeowners Association
26. DUES FUND: Annual; \$125/year per CHA; Collected prior to April 1 each year; if in default (after April 1) shall be subject to a \$10/month late charge. The CHA board is empowered to create a lien against an owners property for non-payment of dues
27. SALES AGENCY
28. TERM of RESTRICTION
29. ENFORCEMENT
30. ASSIGNMENT of GRANTOR RIGHTS
31. GRANTOR reserved rights
32. SEVERABILITY