



## ARTICLE I

### DEFINITIONS

**SECTION 1.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or any portion thereof, which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 2.** "Occupant" shall mean any person or entity who occupies, or has the right to occupy, all or any part of any lot which is a part of the properties, whether such occupancy or right of occupancy is based on ownership, lease, license, or easement.

**SECTION 3.** "Properties" shall mean and refer to that certain real property hereinabove described.

**SECTION 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or development plan of the properties with the exception of dedicated streets and roads.

## ARTICLE II

### USE AND IMPROVEMENTS RESTRICTIONS

**SECTION 1. USE OF PROPERTY.** Each lot and the residence and improvements thereon shall be for the following uses and subject to the following restriction:

(a) The residence erected on any lot shall contain not less than the following amounts of heated living space, excluding garages, porches, and veranda:

- 1) Single Story residence – 2000 square feet
- 2) Two-story residence - 2000 square feet; the first floor - 1200 square feet minimum;
- 3) One and one-half story residence – 1800 square feet; The first floor – 1400 square feet minimum;
- 4) Basement residence with one level above ground 1800 square feet on first level above ground.

The residence shall be stick built (modular or prefabricated residences prohibited), and shall have a minimum of a two-car side-entry attached garage with sufficient space for parking of two (2) automobiles. Block and poured foundations may be used, but it must be faced by brick or stucco. Only fiber cement siding will be allowed/approved for all residences where siding will be used.

(b) No residence erected on any lot shall be located nearer than forty (40) feet to the front lot line, nor nearer than ten (10) feet to the side and rear property lines.

(c) Utilities provided to any lot shall be placed and maintained underground.

(d) Each lot shall be used solely for residential purposes as a detached, single-family residence, and no lot shall be subdivided, except that an Owner, with the prior, written consent of Developer, may sell and convey a portion of any lot to the Owner of an adjoining lot provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on the above-referenced plat of survey. In any such sale of a portion of a lot, the portion shall merge into and become a part of the adjoining lot and the restrictions herein set forth shall apply to the lot and portion of a lot as though they were originally platted as one lot.

(e) No immoral, improper, offensive, or unlawful use shall be made of any lot, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed.

(f) No temporary structure or mobile home of any kind shall be maintained on any lot at any time.

(g) No industry, business, trade, occupation, or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any lot or any part thereof.

(h) Any automobile, camper, trailer (including, but not limited to, boat trailers), or other vehicle must be parked only on the paved driveway of each lot or in such manner as to not be visible from the street facing the lot. No such automobile, camper, trailer, or other vehicle may be parked at any time on a street right-of-way.

(i) No inoperative or immobile automobile, camper, trailer, or other vehicle may remain parked on a lot, as specified in (h) above, for a period of longer than twenty-one (21) days.

(j) No animals shall be kept, maintained, or quartered on any lot in the subdivision except that a total number of two (2) cats, dogs, rabbits, hamsters, caged birds, or horses (as detailed hereinbelow) may be kept as pets for the pleasure of the owners. All pets shall be kept in fenced areas or on leashes.

(k) Fences will be allowed in the rear portion of the property only, extending from the rear of the house to the rear of the lot. Any outbuildings placed on any lots shall be of good workmanship, and conform to the appearance of the main residence. Doghouses shall be no larger than three (3) feet by three (3) feet at ground level and three (3) feet in height, and must conform to the appearance of the main residence. Any type fence other than Charleston Style must be approved by the architectural committee.

(l) The maintenance or operation by any owner of any automobile, camper, trailer, or other vehicle in the subdivision with a loading capacity of more than two (2) tons is strictly prohibited.

(m) Any structure or barn for the care of horses must be approved by "Owner" and match the exterior façade of the primary residence.

(n) Garbage containers and receptacles maintained on any lot shall be secured and placed in such a manner as to not be visible from the street facing the lot.

(o) Any satellite dish or similar receiving device shall be no larger than eighteen (18) inches in diameter and located at least twenty (20) feet to the rear of the residence so as to not be visible from the street on which the lot faces.

- (p) No above ground swimming pools.
- (q) No sign shall be erected on said lot or posted on any building except one (1) "For Sale" or "For Rent" or "Sold" sign which shall not exceed two feet by three feet in dimension.
- (r) All lots to be grassed within six months of occupancy.

**SECTION 2. QUIET ENJOYMENT.** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become a nuisance or annoyance to any resident or residence within the subdivision.

**ARTICLE III**  
**DRIVEWAYS/ROAD**

Each lot shall have constructed thereon a paved driveway, the surface thereof to be composed of concrete, asphalt, or brick pavers. Each driveway must have a minimum length extending from the curb of the street faced by the lot on which the driveway is situate to a point parallel with a front corner of any residence constructed on that lot Construction of driveways shall be the sole responsibility of the Owners and any construction on a particular lot must be completed before any Owner of that lot may begin using the same as a residence.

The shared private drive, currently depicted as "Trout Lane and Bream Lane" on the recorded plat of the properties referenced herein, shall be a paved drive shared by all owners for ingress and egress. It shall be the responsibility of the Owners, through the Homeowner's Association, to maintain the private drive.

## ARTICLE IV

### COVENANTS OF OWNERS TO KEEP IMPROVEMENTS INSURED AGAINST LOSS TO REBUILD, AND TO KEEP IN GOOD REPAIR

#### SECTION 1.

- (a) Each Owner shall, at his own expense, carry adequate hazard and homeowners insurance policies insuring the residence and improvements on his lot.
- (b) In the event a dwelling or any improvement on a lot is damaged or destroyed, the Owner thereof shall begin repair or reconstruction of the dwelling or improvement which shall be completed within a reasonable time. In the event a dwelling or improvement is damaged or destroyed, the Owner does not begin repair or reconstruction within forty-five (45) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot so it shall be place in a neat, clean, and safe condition.

## ARTICLE V

### GENERAL PROVISION

**SECTION 1. ENFORCEMENT.** Developer and any Owner or Occupant shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure by Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of a minor, unintentional violation of this Declaration which does not impair the general plan of development, Developer reserves the right to amend or release this Declaration for such violation as it may apply to an individual lot.

**SECTION 2. SEVERABILITY.** Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION 3. TERM AND AMENDMENT** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, except as provided in Section 1 of this Article, may be amended or terminated by an instrument signed by at least seventy-five percent (75%) of the Owners. Any amendment must be properly recorded. So long as the Developer is the Owner of any lot covered by this Declaration, its prior, written consent must be obtained as to any amendment or termination.

**SECTION 4. RESERVATION OF EASEMENT.** A permanent easement of five (5) feet in width is reserved along all lot lines for the installation and maintenance of utilities. Other Easements will be as shown on the plat.

**SECTION 5. ARCHITECTURAL REVIEW COMMITTEE.** This Committee consisting of the Developer shall approve all building plans prior to construction.

## **ARTICLE VI**

### **HOMEOWNERS' ASSOCIATION MEMBERSHIP**

**SECTION 1.** The Developer reserves the right to cause the Hillside Acres Homeowners' Association to be organized. Every Owner of a Lot in the Subdivision shall be a Member of the Association, shall be subject to an assessment by the Association, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Once formed, the Association shall be responsible for all common lighting, the maintenance and operation of all Common Areas, including the entrance, road frontage, and paved road, and other such items that the

Association shall determine. The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot whether owned by one or more persons or entities. When more than one person holds an interest in any Lot, all such persons shall be Members, and the single vote for such Lot shall be exercised as they determine.

Class B: The Class B Member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following:

A) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership, or

B) On January 1, 2018.

**SECTION 2. DUES:** Association dues are set at this time at Four Hundred and no/100ths (\$400.00) Dollars per year.

**SECTION 3.** Membership may by majority vote after subdivision is released to the homeowners, raise, negate, or change Association fees as deemed necessary by the homeowners.



