

Covenant and Restrictions
for
Hide-A-Way Hills Subdivision

I. Class of Lots

1. Lots in this subdivision shall be divided into four classes:
 - a. Class "A" lots shall be known as HIDE-A-WAY HILLS SUBDIVISION RESIDENTIAL SITES, and no dwelling shall have less than 800 square feet of floor area, excluding open porches and garages.
 - b. Class "B" lots shall be known as HIDE-A-WAY HILLS SUBDIVISION RESIDENTIAL AND MOBILE HOME SITES, and no dwelling, structure or mobile home shall have less than 500 square feet of floor area, excluding open porches and garages.
 - c. Class "C" lots shall be known as HIDE-A-WAY HILLS SUBDIVISION RESIDENTIAL, CAMP AND MOBILE HOMES SITES. There is no size limit on any camper or mobile home unit in this class. A conventional house or cottage shall have no less than 500 square feet of floor area, excluding open porches and garage areas, in this class.
 - d. Class "D" lots shall be known as HIDE-A-WAY HILLS SUBDIVISION COMMERCIAL SITES. All lots in this class shall be used exclusively for commercial purposes. Any building or structure placed on any lot in said class must be approved by Lake-Land Development Service, Inc., or its successors or assigns, and shall be constructed of such materials and design as not to be offensive to the local residents. Any such commercial activity shall be subject to all state and local ordinances, rules and statutes regulating health and sanitary norms as well as that particular commercial activity.
2. Each and every lot shall be designated on the plat according to its use and by its number.

II. COVENANTS AND RESTRICTIONS

1. Restrictions concerning size and placement of dwelling houses, structures, mobile homes, campers and tents.
 - a. No more than one private dwelling may be erected on each lot in the subdivision, and not more than one mobile home, camper or tent may be permanently or semi-permanently parked on any lot.
 - b. Any camper or mobile home placed on a lot, if more than five years of age, must be inspected and approved by Lake-Land Development Service, Inc., or its successors and assigns, before being placed on any lot in a permanent or semi-permanent status.

- c. No building or permanent improvement may be erected on any lot until Lake-Land Development Service, Inc., or its duly designated representative shall have approved the plans and specifications thereof. All plans and specifications must be sent in duplicate to Lake-Land Development Service, Inc., or its assigns by certified mail. Plans shall be deemed approved if no action is taken within thirty days.
 - d. No part of any building, mobile home, or camper shall be erected or maintained on any lot nearer to any road on which it fronts than 20 feet, or nearer than 25 feet to the state land, or nearer than 5 feet to the side line or nearer than 20 feet to the rear line. In the case of building on one or more lots, the group of lots shall be considered as a whole in applying these restrictions.
 - e. No tents, campers or mobile homes shall be placed on a Class "A" lot.
 - f. No tents or campers shall be placed on a Class "B" lot.
 - g. All lots in Class "D" shall be used exclusively for commercial activity.
 - h. No lots except those in Class "D" shall be used for commercial activity.
 - i. No screened-in porches or enclosed additions may be added to any camper or mobile home unit unless approved by Lake-Land Development Service, Inc., its successors or assigns.
 - j. All campers or mobile home units left permanently (for a duration in excess of 60 days) on any lot shall have a skirt of metal or wood around the base of the unit, which shall be painted.
 - k. All campers, if they are to be left unattended for more than one week (7 days) must be collapsed to their road travel position.
 - l. All tents, if they are to be left unattended overnight, must be collapsed and placed out of view.
2. Disposal of Sanitary Sewage
- a. Outside toilets are not permitted, and no waste shall be permitted to enter Elmer Davis Lake. Septic tanks and field drains shall comply with regulations of Kentucky Department of Health, and plans therefore shall be inspected and approved by the appropriate health officer or Lake-Land Development Service, Inc., its successors or assigns before installation.
3. Easements
- a. An easement 12 feet wide is reserved along all road right-of-way and 5 feet along the rear and side lines of each lot for utility purposes, together with the install, locate, maintain or replace any necessary poles, lines, guy wires, braces, anchors, mains or cables, together with the right of ingress and egress for said purposes, and together with the right to use the streets or roads, lake access areas and parks where necessary.
4. Certain Activities Prohibited
- a. No hunting or shooting of firearms is allowed on any lot or other area.

- b. No animals or poultry other than household pets shall be allowed on any lot.
- c. No noxious or offensive activities shall be carried on any lot in the community, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to any owner of another lot in the community.
- d. No signs shall be displayed on any lot in the community without prior written permission of Lake-Land Development Service, Inc., its successors or assigns.

5. Motor Vehicle Speed Limits

- a. No motor vehicle shall be driven on any street or road within the project at a speed in excess of 15 miles per hour. The community association shall have the power to assess fines for the violation of the motor vehicle speed limit in accordance with a schedule of fines promulgated by the association. Every such fine shall be paid promptly upon its being assessed: if it is not, the Association may add the amount of the fine to the annual charge made by the Association and may collect by the same means as are prescribed for the collection of delinquent annual charges of the Association.

6. Community Association

- a. A HIDE-A-WAY HILLS COMMUNITY ASSOCIATION is hereby authorized to be created at any future day by the owners of a majority of the lots in said subdivision. The owner of owners of each Hide-A-Way Hills subdivision lot shall be entitled to one voting membership in said association. The purpose of said association shall be for the upkeep, promotion and maintenance of said subdivision, and it may promulgate rules from time to time for the betterment of the community.
- b. All lot owners shall belong to the community association and pay the prescribed annual fee. However, owners shall pay only one fee per year per lot.
- c. Lake-Land Development Service, Inc., shall act as the association until such time as the Association shall be created. A fee of Thirty Dollars per year shall be paid to Lake-Land Development Service, Inc., payable the first day of February in the year following the original purchase date of lot or lots, for the upkeep and maintenance of roads, parks, and lake access areas. Fees not paid by the above date shall be and constitute a lien on each and every lot. Fees shall be enforceable in the same manner as provided by law for the enforcement of mortgage lien. Said fee shall be paid to Lake-Land Development Service, Inc., until such a time as Hide-A-Way Hills Community Association shall be created as stated in "A" above. On February 1, 1973, said annual fee may be increased by not to exceed fifty per cent.

7. Lot Appearance and Building Exterior

- a. Any residence or building or structure shall be covered with at least two coats of stain or paint, and all metal surfaces shall be aluminum or non-

rusting material, or shall be maintained free of rust by painting. Asphalt or asphalt type siding is prohibited.

- b. No standing piles of debris, trash or other trivia which is deemed unsightly shall be allowed to accumulate on any lot.
- c. The owner or owners of an unoccupied lot in the community shall at all times keep and maintain such lot, and the improvements (if any) thereon, in such a manner as to prevent its becoming unsightly, and, to this end, shall cut all unsightly growth on such lot and shall prevent accumulation of rubbish and debris thereon.
- d. All dwellings, campers, mobile homes, etc. shall be painted, maintained in a good state of repairs, and kept in such condition as to be pleasing to the eye.
- e. All campers or mobile homes units must be in good condition and painted and maintained on the exterior.
- f. Lake-Land Development Service, Inc., its successors or assigns in interest, reserves the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance, mowing weeds, removing trash or trivia without being classified as a trespasser, or being liable for damages for property removed. Charges for such services shall be made against the lot owner or owners, and shall be paid promptly upon its being assessed. If it is not, the amount shall be collectable by the same means as are prescribed for the collection of delinquent annual charges of the association.

8. Division of Lots

- a. No lots shall be divided, except that a lot may be divided between two adjacent lots, after which each full lot with its addition shall be considered one lot for the purpose of applying these restrictions.

9. Rights of First Refusal

- a. Should the owner of any lot desire to sell it, and an acceptable bona fide offer to purchase be received, said owner shall first offer to sell said lot on said terms to the owner on the right of the prospective seller's lots next, to the owner of the lot on the left of the prospective seller's lots and, finally, to Lake-Land Development Service, Inc., or its successors or assigns. Such offerings shall be made successively and each of the said offerees shall have ten days within which to accept purchase said lot on such terms, the owner shall be free to sell said lot to the party who shall have made said bona fide offer.
- b. Should the owner of any lot desire to sell it, and have received no bona fide offer to purchase, he may then offer said lot successively to the persons named in "A" above in the same manner. If all of said offerees refuse to bid on said lot, the owner shall be free to sell it to others.
- c. The "lot on the right" shall be the next lot on one's right hand as one faces the rear of one's own lot.

10. Fees to Community Association

- a. All owners of lots within Hide-A-Way Hills Subdivision shall pay an annual fee.
- b. No fees shall be chargeable against or payable by Lake-Land Development Service, Inc., its successors or assigns.

11. Parks and Lake Access Areas and Roads

- a. Lots reserved for parks and lake access areas are for the use and enjoyment of each and every lot owner.
- b. All roads, parks and lake access areas are private, and not dedicated to the public.
- c. Lake-Land Development Service, Inc., its successors and assigns, hereby covenants that it will convey fee simple title to the roads and those areas designated as parks and lake access areas on the recorded subdivision plats, to the community association herein described.

12. Duration of the Restrictions

- a. The foregoing covenants and restrictions are the run within the land and shall be binding on all parties, and each and every restriction and condition contained herein, shall continue and remain in full force for the longest period allowed by law, unless one or more of said restrictions and conditions are sooner modified or abrogated by joint written agreement of the owners of two-thirds of the lots in said Hide-A-Way Hills Subdivision. Said proportion refers to the number of lots and not the number of individual owners.
- b. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the restrictions. Therefore, if any of the restrictions shall be held to be invalid or unenforceable, or to lack the quality of running with the validity, enforceability, or "running" quality of any other one of the restrictions.

13. Legal Action

- a. Any lot owner adversely affected by a violation of any of these restrictions may maintain an appropriate legal action to require compliance or to recover damages.