

PROTECTIVE COVENANTS

OF

HICKORY RUN LAND AND HOMEOWNERS ASSOCIATION, INC.

In this Schedule A, the following words shall have the following meanings:

“Seller” means the grantor in and as defined in the deed of which this schedule is a part (including the successors and assigns of the Seller).

“Buyer” means the grantee in and as defined in the deed of which this Schedule “A” is a part (including the heirs, executors, administrators, successors and assigns of the Buyer).

“Lot” means the premises referred to in the annexed document and if used for the erection of more than one private dwelling house, shall, where the context so requires, mean the portion of the premises upon which the erection of one private dwelling is permitted by these restrictions:

- 1) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling, not to exceed two and one half stories in height, and a private garage for not more than two cars.
- 2) No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line, or nearer than 15 feet to any interior line, exceptions may be made at the discretion of the Seller.
- 3) Easement for installations and maintenance of utilities and drainage facilities are reserved over the front 10 feet of each lot and side and rear 5 feet of each lot.
- 4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
- 5) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat, or other household pet may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. No motor vehicle or any substantial part of one shall be kept on the lot unless then currently licensed for operation on public highways.
- 7) No individual water supply system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the state and/or local public health authorities.
- 8) No individual sewage disposal system shall be permitted on any lot or building site unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of the state and/or local public health authorities.

- 9) No building or structure, including water system and sewage disposal system, shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to the location, elevation, plan, and design. The Seller shall approve or disapprove the said location, elevation, plan, and design within 15 days after the same have been submitted. Such approval will not be unreasonably withheld and is subject to the requirements, standards, and recommendations of the state and/or local public health authorities.
- 10) No excavation shall be made on the premises for the purpose of building thereon and only at the same time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Seller, which shall not be unreasonably withheld.
- 11) Buyer shall not clear the lot of brush or trees or do any burning of any nature whatsoever except after having first obtained the approval of the Seller, in writing, and such approval to specify the time and manner in which such clearing and burning shall be done.
- 12) Until dedicated to public use, title to the portion of the lands of the Seller laid down on the maps as streets shall remain in the Seller subject to the right of the Buyer and others and those claiming under them to use the same for ingress and egress to and from public roads, and subject to the right of the Seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephone and electric poles, within the lines of such roadways.
- 13) The Buyer agrees not to permit any signs to be erected or maintained on premises, for advertising purposes.
- 14) The Buyer to pay unto the Seller such annual fees as the Seller may charge, which initially shall be \$40.00 for each lot for the repair and maintenance of the streets and roads, and/or control, maintenance and administration of any beach, lakes, trout streams, parks, and other recreational facilities until or when dedicated.
- 15) Additional and/or different protective covenants than those set forth above may be established by the grantor for the properties not yet subdivided by the grantor.
- 16) Failure to promptly enforce any of the foregoing restrictions, conditions, or covenants shall not be deemed a waiver of the right to do so thereafter as to any continuing, subsequent, or other violations.
- 17) If any provisions of this agreement shall at any time be deemed to be illegal or unenforceable then that provision shall be deemed not to be part of these protective covenants and the remainder of the protective covenants shall be affected thereby.
- 18) This Schedule A shall bind the Seller, its successors and assigns, and shall bind the purchaser, and the heirs, executors, administrators, successors and assigns of the Buyer.

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