

RESTRICTIONS FOR HIDE-A-WAY HILLS

For the purpose of carrying out the general plan of development of the premises herein above described and as a part of the consideration for this conveyance, the Grantor executes and delivers this Deed and the Grantees accept the same subject to each and all of the following covenants, agreements, conditions, restrictions and provisions, and the Grantees, for themselves, their heirs and assigns, covenant and agree to keep and perform each and all of said restrictions which are to run with the land and shall be binding on all parties and all persons claiming under them:

1. No Lot shall be used for other than residential purposes, and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of Hide-A-Way Hills Company.
2. No building shall be erected on any of said lots other than one single-family dwelling or cottage with garage. The floor area of any dwelling or cottage shall be not less than 350 square feet, exclusive of garage, porches and basement.
3. No buildings, fence or structure of any kind shall be located on any lot nearer to the front lot lines than the minimum building set-back lines shown on the recorded plat of said Subdivision. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. No outhouses shall be permitted on any part of the property; all toilet facilities must be contained with main dwelling. All improvements shall be completed within 6 months from beginning construction.
5. No animals, livestock, or poultry of any kind shall be raised, boarded, bred or kept on any lot, excepting dogs, cats or other household pets except by permission of Hide-A-Way Hills Company. Fires must be contained, enclosed and carefully supervised. Use of fire arms on the premises is prohibited. The lot shall be kept clean and free of trash, garbage and debris at all times. Advertising signs, other than for sale of said lot, are prohibited.
6. No building shall be erected on any lot until the plans, specifications and plot-plan therefore have been approved in writing by Hide-A-Way Hills Company. Unless said Hide-A-Way Hills Company has indicated approval or disapproval within 30 days after such plans, specifications and plot-plans have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion of said construction, such approval shall be presumed.
7. Easements reserved on the said recorded plat for the construction, operation and maintenance of public utility lines are also hereby reserved for use as hiking and riding trails by members of the Hide-A-Way Hills Club.
8. Each owner of a lot or lots in said subdivision shall be entitled to membership in the Hide-A-Way Hills Club which shall be maintained and operated by Grantor for the purpose of providing its members with club-house and private recreation facilities in the area, and to establish and maintain lanes, parks and lakes for the common benefit of lot owners. Said membership shall be conditioned upon observance of the rules and regulations established by said Club for the benefit and general welfare of the members and for the efficient operation of said Club. Said membership shall also be conditioned upon payment of such assessments as the Club shall find necessary for maintenance of lanes and any other services which benefit the lots and club facilities, which assessments shall be equitably pro-rated according to the benefit to each lot and to each lot owner. Said assessment shall constitute a lien against said lot until paid, second only to the lien of taxes and any duly recorded mortgage. No sale, transfer, lease or other disposition of this property shall be consummated unless and until the prospective purchaser has applied for and has been accepted as a member of the Hide-A-Way Hills Club. This restriction shall not apply, however, to financial institutions who may bid said property in at any foreclosure sale brought by them without regard to said membership restriction.
9. These restrictions may be enforced by grantor herein or by the owner of any lot in said Subdivision, either by proceedings for injunction or to recover damages for breach thereof, or both. Failure on the part of anyone to enforce any one or more provisions hereof shall not invalidate said restrictions.

* IN REFERENCE TO HIDE-A-WAY HILLS COMPANY MEANS HIDE-A-WAY HILLS CLUB.