

HIDDEN HILL LAKE ASSOCIATION

SUBDIVISION RESTRICTIONS

Updated to reflect the 1985 transfer from Doss Investments to the Hidden Hill Lake Association. (The formation papers of Hidden Hill Lake Homeowners Association (March 27, 1985) are filed with the Office of the Secretary of State and the Articles of Incorporation of Hidden Hill Lake Association (May 7, 1985) are filed with the Smith County Clerk's office.)

UNITS 1,2,3, and 4

1. **PARTIES.** These covenants and restrictions are for the benefit of the entire subdivision and shall be binding on the Hidden Hill Lake Association and its members, heirs, successors, executors, assigns, designees, nominees, or licensees.
2. **USE OF LAND, APPEARANCE.** All tracts shall be used solely for single family residential purposes, except tracts designated for other purposes provided, however, that this condition may be varied at any time when the Association in its sole judgment deems it in the best interest of the subdivision. The granting of such variance shall be specially stated in the Associations deed conveying said tract(s). No lot, tract or parcel shall have or be used for multiple ownership or usage unless approved in writing by the Association. No tract, except business tracts, may be subdivided unless written approval is given by the Association. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Association. No offensive, unlawful or immoral use shall be made of the premises, nor shall anything be done which shall be or become an annoyance or nuisance to the neighborhood. All lots must be kept in a tidy manner. The owner of each lot shall keep all debris removed and all grass and weeds cut so that the same shall remain in a neat and attractive condition. Upon failure of the member to do so within ten (10) days after written notice to said member of such condition, the Association may enter upon said lot to remove the same at the expense of the owner. No building, structure or improvements shall be moved, erected, or constructed on any tract until the building plans, specifications, plot plans, external color or finish, construction schedule, and design have first been approved in writing by the Association. No structure shall have tar paper, roll brick siding of similar material on the outside walls, nor shall campers, tents, barns, or other outbuildings be erected, moved to or placed upon any lot. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint unless otherwise approved in writing by the Association.
3. **SIZE.**
UNIT 1 - All interior or offshore homes will contain not less than 1,000 square feet except lots 69 through 98, which shall not be less than 800 square feet. Lake-front homes shall not have less than 1,200 square feet. All footages are exclusive of open porches, breezeways, carports, and garages.

UNIT 2 - Duplexes shall contain not less than 800 square feet in each living unit. Single family homes shall not have less than 1,000 square feet. All footages are exclusive of open porches, breezeways, carports, and garages.

UNIT 3 - All single-family homes shall not have less than 1,200 square feet. All footages are exclusive of open porches, breezeways, carports, and garages.

UNIT 4 - All single-family homes shall contain not less than 1,500 square feet. All footages are exclusive of open porches, breezeways, carports, and garages.

Only new materials shall be used unless approval is obtained in writing from the Architectural Control Committee. No garage may be erected except simultaneously with or subsequent to, the construction of a home. All improvements are subject to approval of the Architectural Control Committee. All homes must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and to hide all foundations, etc., from outside view unless otherwise approved in writing by the Association. Enclosing material is to be approved by the Association and to be installed within forty-five (45) days after utilities are connected to the home. No more than one home shall be connected to the utilities on each tract unless written approval is obtained from the Association.

4. **SEWERAGE.** No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer, septic tank or other such system approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, approval of said location must be first obtained from the Association and the Local Department of Health. The approved septic tank and field lines must be installed prior to occupancy. No lateral lines or other drain facility shall extend nearer than fifty (50) feet from the water's edge. Any malfunction of the sewerage system after being reported to the lot owner by the State or Local Board of Health and not repaired within seven (7) days, may be cause for termination of water service until such repairs are effected, in addition to, such other remedies may be taken. Should a sewer line be installed, each member agrees to tie onto said line, providing it is feasible to do so without putting in additional lift pumps or crossing the lake in any manner. No untreated waste, etc., shall be permitted to enter lake or any surrounding areas thereof.

5. **IMPROVEMENTS, SETBACK.** No removal of trees nor excavation of any other materials other than for landscaping, construction, or placement of buildings, driveways, etc., will be permitted without permission of the Association. All driveways must be of concrete or asphaltic products. All fences must be approved by the Association. All building exteriors or improvements must be completed as to finish and appearance within six (6) months from the date construction begins. After six (6) months from commencement of work, the Association may remove any uncompleted structure at the expense of the member. No improvements shall be erected, placed, or constructed on any tract nearer than the fifteen (15) feet to the front property line nor nearer than five (5) feet to the side or rear property line nor nearer than fifty (50) feet from the water's edge in the case of lots bordering on the lake or fifteen (15) feet of the side property line adjacent to a street on a corner lot unless approved in writing by the Association. This

may be varied by the Association where due to terrain it might be necessary to build closer to the property line.

Also, a variance is hereby granted to allow the construction of any improvement on or within five (5) feet from a property line which divides lots containing duplexes. (1978 variance)

6. **ANIMALS.** No livestock of any kind shall be raised, bred, or kept on any tract; dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and further provided that said animals are kept enclosed by proper and sufficient fencing or on a tether.

7. **EASEMENTS.** The Association reserves to itself an easement or right-of-way of five (5) ft. along the side and rear and ten (10) ft. along the front boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of public utilities including, but not limited to, gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation and/or service of such utilities as or when any public or private authority or utility company may desire to serve said tracts with no obligation to the Association to supply such services. The Association reserves an easement on, over and under all road right-of-way to allow the installation, operation and maintenance of the above-described utilities and drainage. It is understood that wires or cables from power poles, etc., may pass over some portion of said lots or tracts not within the easements provided so long as such lines do not hinder construction of buildings. The Association may at any time dedicate the roads "to the county" as it deems appropriate. If a member has two or more adjoining lots and constructs a building which shall cross over or through a common lot line, said lot line shall not be subject to aforementioned five (5) feet easement. The Association does reserve the right to cause or permit drainage of surface water over and/or through said lot or any other lot or parcel in subdivision. It is agreed that the member shall hold the Association harmless from any legal action for any damages whatever except for willful negligence, for or caused by the above stated installations, operation and maintenance of the said utilities or drainage.

8. **MINERALS.** All minerals in, on and under the above-described property are hereby reserved to "Doss Knight Associates, original developer of Hidden Hill Lake Subdivision" as previous owners as shown of record.

9. **STORAGE.** No tract shall be used or maintained as a dumping ground or otherwise for rubbish, wrecks, or junk. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Material of any kind stored or kept on said property shall be allowed only so long as the Association, in its best and sole judgement, deems such storage to be in the best interest of the

property. No boats, trucks, or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives unless approved in writing by the Association.

10. **SIGNS.** All signs, billboards, posters, or any other type of advertising media of any kind on part of any lot is prohibited except that one sign, not exceeding three (3) square of surface area, may be displayed for the sale or rental of the improvements and lot owned by the Member, in this subdivision. Notwithstanding anything to the contrary contained herein, the Association reserves for itself the right to place signs of any size or advertising on any lot owned or controlled by it.

11. **PARKS, OTHER FACILITIES.** The Association may on any lot(s) and/or tract(s) owned or controlled by it, construct, maintain, use, and allow to be used by others, parks playgrounds, recreation areas, boat storage, boat landings, sales offices, water wells and/or related equipment such as pumping storage, operation and maintenance facilities and any other facility the Association deems necessary or useful such as commercial, multi-family and any other uses, etc. The Association reserves the right to move or remove sales office from the subdivision. Only boat trolling motors "not to exceed five (5) horsepower) will be allowed on the lake unless authorized in writing by the members of the Association Board.

12. **RULES AND REGULATIONS.** All tracts, lots, water, and lake facilities are subject to easement or restrictions of record and are subject to any applicable zoning rules or regulations and rules, regulations or assessments that exist or may be established by the property owners' association.

13. **PROPERTY OWNERS' ASSOCIATION.** Each Buyer herein agrees to be a member of the property owners' association, its successors, or assigns. On the first day of April following the date of the agreement to purchase and annually thereafter, each lot owner will pay to the property owners association \$100 dollars per lot for the maintenance, operation and upkeep of the community improvements and common area. (enacted in 2017)

The Association may from time to time as an accommodation to the Property Owners' Association finance certain improvements and/or facilities in addition to the initial improvements provided by the developer. Such financing would be funded over a period of time as determined by the Association from the Property Owners' Association fees. The property owners' association will be made up of each lot owner in the subdivision (each lot having one (1) vote). It will elect, by democratic process, a Board of Directors to act as trustee with the responsibility for supervising and maintaining the common areas and other community improvements and for promulgating rules and regulations for the use and benefit of all the lot owners. Said Association Board shall be charged with administering the collection and disbursement of the property owners' assessment fees with sole discretion for its allocation. It is understood that the Board is to act prudently and to use their best efforts for and on behalf of the property owners but will not be held liable for any act or omission in this capacity done in good faith.

The maintenance charge for a lot purchased during the year will be pro-rated with the first year's payment due on or before ninety (90) days after date of purchase. Charges of the Property Owners' Association are subject to change by the Associations' Board after giving a thirty (30) day written or posted notice of same.

Each member further agrees and consents to pay the said charge by acceptance of his deed. Dues on multifamily lots shall equal normal dues for each lot multiplied by the number of living units on each lot.

Though not members of the Property Owners' Association, tenants of duplexes shall have use of the community improvements and common area equal to and in common with any and all property owner's provided applicable property owners' association dues have been paid. (added 1978)

14. **WATER.** Arrangements for water service will be made with the approved utility company servicing the subdivision. Charges are subject to change by the utility company servicing the area. It is agreed that the installation and placement of the utilities from the water line or the water meter onto the owner's premises is the sole responsibility and expense of the member; however, the size and method of each connection to the main utility line shall be subject to approval of the Association and/or the utility company. It is agreed that the Association may develop future subdivisions in the area and reserves the right for these future owners to use the park areas, lakes and facilities as long as said future owners pay a pro-rata share of the costs by maintaining a membership in the property owners' association. Additional memberships in the property owners' association by said future subdivision owners would be limited to a number as determined by the Association.

15. **ARCHITECTURAL CONTROL COMMITTEE.** To aid in the assurance that improvements to be added to this subdivision add to the general quality and blend harmoniously with other improvements therein, no building, structure or construction of any kind shall be constructed, erected, moved, or placed on any lot in this subdivision without the architectural control committee first passing on the exterior color or finish, design, construction schedule, plans, specifications, and plot plan showing the location of said improvements. This committee will pass on the proper location of such improvements on the lot, maintain proper setbacks and generally seek to bring about and encourage a high-quality development which will benefit all property owners. The architectural control committee, the officers, and members thereof and the undersigned shall not be deemed to have assumed any liability as a result of the enactment and/or enforcement or failure to enact or enforce minimum standards for any improvements and no act or omission shall be construed to impose any liability upon the aforementioned group. The committee will be composed of three (3) members appointed from time to time by the elected Board of Directors of the property owner's association which will subsequently elect the said committee by democratic process with each lot counting as one vote. Any notice of disapproval from the architectural control committee will be directed to the person submitting the questioned plans and/or specifications, etc., mailed to the address supplied by the applying party. This letter will

seek to detail the elements of disapproval and/or points needing refinement. If the committee fails to approve or disapprove said plans, specifications and/or plot plan within thirty (30) days after being submitted, it will be assumed that they have been approved.

16. COVENANTS RUNNING WITH THE LAND. These restrictions, conditions, covenants, and agreements shall run as set forth and are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in the subdivision whether by purchase, demise, succession, assignment or otherwise, and any person by the acceptance of the title to any lot of this subdivision shall thereby agree and covenant to abide and fully perform the foregoing restrictions and covenants. These covenants and agreements are to run with the land and shall be binding for a primary term of (15) years from the date hereof; at the end of said period, said restrictions and covenants shall automatically be extended for successive period of five (5) years unless, by a vote of a majority of the then owners of the lots in the subdivision (each lot having one (1) vote), the lot owners' release, amend or rewrite the restrictions and covenants at the end of the primary term or any renewal periods. This shall not be construed to release any obligations related to financing, Property Owners' Association improvements, etc., or any valid easements of record, such as those to utility companies, etc., which shall continue in full force and effect, but shall allow release or amendments to the subdivision restrictions as provided herein. This release or amendment, in whole or in part, shall be by instrument signed by the said majority of owners and shall be filed for record in the county. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in no way affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the conditions so violated or any other conditions. All the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the subdivision, except as provided in these restrictions. The Association shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies elsewhere, provided herein, to an injunction either prohibitive or mandatory. In addition, the owner of any lot or lots in the subdivision shall likewise have the right either to prevent a breach of any restriction or covenant or to enforce the observance or performance thereof. The Association is hereby granted a vendor's lien on each lot commencing April 1st of each year in order to secure any assessments or charges due owner as provided for in these subdivision restrictions. Such lien shall accrue yearly against each lot and shall automatically second and subordinate only to the lien or liens of any bona fide lender placed as security to secure any interim construction/or permanent loan for financing improvements of such property unless otherwise approved in writing by the Association. (Any foreclosure shall extinguish only accrued and unpaid assessments or charges and shall not terminate the liability of the owner of such lot for payment of assessments or charges accruing subsequent to such foreclosure.) It is understood that the Association may pursue any course at law or in equity against the person or person violating or attempting to violate

any such covenant or restriction and either prevent him or them from so doing or to recover damages or both. Abbreviated headings preceding individual restrictions are for ease of reference and are not to be construed to be controlling and/or limiting in any manner.

17. These restrictions may be amended by a majority vote of the owners of lots in the subdivision. Owners of lots are entitled to cast one vote per lot owned.