

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GREEN ACRES SUBDIVISION, SECTIONS 1-8

- This sub-division is designated as, and hereinafter shall be known as Green Acres Sub-division, Sections 1-8.
- As of November 1, 2016, every person or entity, who acquires an equitable interest in any lot or lots within Green Acres Sub-division, Section 1-8, whether as land contract vendee or fee holder, being subject to the covenants shall be a member of the Green Acres Homeowners Association and subject to assessments according to the subdivision bylaws, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- All lots in Green Acres Subdivision, Section 1-8, by present and future occupants shall be subject to the following conditions and restrictions, which shall run with the land.

Rules of Usage

1. No lot shall be used except for residential purposes.
2. No building shall be located on any lot nearer to the front lot line than the minimum building set-back lines as shown on the recorded plat. This includes open porches, stoops, roof overhang, or any structural part of the house.
 - a. No building shall be located on any lot nearer than 25 feet to the front lot line.
 - b. There shall be two side yards for each lot: The minimum width of each side yard shall be 10 feet in width at the building line.
 - c. There shall be a rear yard for each, the minimum depth of which shall be at least 25 feet.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six feet of each lot. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. No single story dwelling unit shall be constructed or maintained on any lot or lots in this sub-division, which shall have a ground floor area of less than 1800 square feet of living area exclusive of open porches and garages. . No one and one-half or two story dwelling unit shall be constructed or maintained on any lot or lots in the sub-division with less than 2100 square feet of which 1200 square feet must be on the ground floor level, exclusive of open porches and garages.
5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and five feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a connecting line at points 25 feet from

the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No fence or fences shall be constructed on said premises in the subdivision or any part thereof nearer to the front property line than the minimum building setback limits of said lot or lots as hereinafter set forth and shall not be located in the front or sides of the residential dwelling situated thereon. No fences exceeding 4 feet in height shall be erected in any event. Swimming pools shall be properly fenced to protect the safety of others and comply with state law and local ordinances Fence materials are restricted exclusively to brick, stone, wood, metal, aluminum or architectural PVC. Wire or chain link fences are not acceptable.

6. A driveway shall be installed on each lot prior to occupancy. The driveway shall be at least 10 feet wide, and constructed of asphalt, or concrete. Any existing driveways constructed of crushed stone shall be grandfathered. If any driveway is replaced in the future, it must be constructed of asphalt or concrete.

All homes currently constructed in each section of the subdivision shall be deemed to be in compliance with Rules of Usage section 1 through 6. Waivers for any of the above requirements for future construction or alterations to areas addressed herein may be applied for through the Green Acres Homeowners Association.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot or lots at any time as a residence either temporarily or permanently.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. All residents of Green Acres Subdivision will maintain their property in such fashion as to not be detrimental to adjoining property owners nor to the subdivision as a whole. All property must be maintained in a state of good repair. The term "good repair" shall include, but not be limited to, such items as maintaining the appearance of all structures - paint, gutters, downspouts, windows, doors, etc. - maintaining driveways, sidewalks and other paved areas and maintaining all plants and landscaping. "Maintaining all plants and landscaping" shall include such items as mowing grass, trimming around objects (trees, posts, planters, etc.) in the lawn area, trimming hedges, trimming trees, etc. All property owners will be responsible for vegetation control in the gutter areas along the streets bounding their individual property. This agenda is considered vital by the Green Acres Homeowners Association. in order to present a good appearance to non-residents visiting Green Acres as well as to assist in maintaining property values for the benefit of all residents

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the

property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Contractors advertising signs shall be permitted during the period when work is being performed and for a period not to exceed one week after completion of the job.

Political signs will be allowed provided they are not displayed more than 45 days prior to the date of the election, and removed within 1 week after said election

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Dogs shall be kept on a leash or otherwise confined whenever outside the residence. Should an animal be walked by leash, any debris or animal waste shall be cleaned up, removed and disposed of immediately by the owner of said animal.

All pets shall be identifiable and inoculated as required by Howard County Ordinance#2008-BCCO-6.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No business other than arts, crafts or professions operated solely by family members occupying the residence shall be conducted.

14. Only single family dwellings shall be constructed on any lot or lots.

No building shall ever be constructed or maintained upon the lot or lots in said subdivision for other than the purpose of a single family private dwelling house and the necessary out-buildings appertaining thereto for use in connection therewith as hereinafter more specifically limited and set forth.

Aside from the dwelling house, no other out-building or out-buildings shall be erected on any part of the lots or land in this sub-division with the exception of private garages for the use of the respective owners or occupants of the lots and land upon which said garages are to be erected, except the owners of individual lots may erect a tool or garden shed.

15. All residential structures shall face the street which passes in front of the lot.

16. Each resident shall provide his/her off street parking facilities, on street parking is prohibited overnight.

The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed per the terms of this declaration of Covenants.

Residents shall not park commercial vehicles, semi-tractor trucks, semi-trucks, semi-tractor trailers, box trucks etc. on any lot unless entirely within a garage permitted to be constructed per the terms of this declaration of Covenants. Construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is necessary to provide services or make a delivery to a residence.

Recreational vehicles, trailers, boats or other watercraft must be parked in driveways or on a concrete or paved pad.

17. Each resident must use public water and sewer facilities, if available.

18. The construction of the street drainage ditches shall not be altered in any way, unless written permission is first obtained from the Howard County Board of Commissioners.

19. No "above ground" swimming pool shall be constructed on any lot or lots in the Subdivision. However, construction of "in ground" swimming pools shall be permitted in accordance with applicable Howard County Zoning Ordinance. Children's play temporary swimming pools having a depth of 18 inches or less shall be permitted. Hot tubs and spas shall be permitted.

20. These restrictions, conditions, covenants, and regulations pertaining to the use, ownership, and occupancy of land in this sub-division shall run with the land and shall be binding on all parties thereto; their grantees, transferees, heirs, and administrators, executors and assigns from the date of the execution of this agreement.

Modifications and amendments to this Declaration may be made from time to time upon the affirmative vote of the majority of all property owners at any annual or special meeting called for that purpose; provided, however, that the full text of any proposed amendments shall be included in the notice of such annual or special meeting and the voting requirements specified for any action under any provisions of this Declaration shall also apply to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in this Declaration.

21. In the event that any of the covenants, conditions, or restrictions shall be invalidated by judgment or any court, said judgment shall in no way affect any of the other provisions and the balance of said provisions shall remain in full force and effect.

22. The Board of Directors may allow reasonable variances or adjustments of these restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the subdivision.

23. If the parties hereto, or any of them or their heirs, administrators, executors, assigns or grantees shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the homeowners association, any person or persons owning any one of the lots situated in this sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, restriction or conditions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or an estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions. In any action to enforce this declaration, the person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.