

**Southern Hills Homeowners Association
Declaration Restrictions**

- 6.02 Each Owner of a lot shall be a member of the Association and shall be entitled to one vote, regardless of how many lots may be owned.
- 8.03 No planting or gardening shall be done and no fences, hedges, or walls shall be erected or maintained upon the property without the consent of the Board of Directors of the Association, except that a small family vegetable or flower garden may be maintained on the rear part of the lot, provided it does not interfere with the established lawn. The Association's Board of Directors or their designated committee may adopt such rules and regulations to govern and enforce the provisions of this section.
- 8.04 No modification of any kind to the exterior of any home, either to the structure or the appearance thereof, including, but not limited to, walls, roof, windows, doors and trim, awnings, mechanical devices, flags, storage structures or bunting shall be made without first obtaining the express written consent of the Association's Board of Directors, upon due written application. The Board of Directors may adopt such rules and regulations to enforce this section as it deems necessary, from time to time.
- 8.05 Each owner shall maintain, clean and keep free from unsightly objects, the entry, deck and yard of the lot. No boat or recreational vehicle shall be stored outdoors for more than fifteen (15) consecutive days, nor so often as to appear to be continuous storage, except that boats less than 20 feet in length and recreational vehicles less than 25 feet in length may, with the prior written approval of the Board of Directors, or its duly authorized managing agent, be stored in areas to be designated by the Board of Directors during the months of June, July, and August only. Motorcycles may not be stored, indoors or outdoors, on any portion of the Properties. Any temporary movement for the purpose of avoiding this restriction shall be ineffective. No dogs may be kept or housed on or about any portion of the properties at any time, except that Owners who were existing tenants, at the time of the recording of this Declaration, shall be allowed to continue to keep and maintain any dog which they own at the time of the recording of the Declaration.
- 8.06 The garage of every home shall be used only for parking motor vehicles or boats and for general storage and shall not be used for human habitation.
- 8.07 No more than two (2) children, under the age of eighteen (18) years, together with their parents or legal guardians, shall be allowed to occupy any three bedroom home at the time of purchase. No more than one (1) child, under the age of eighteen (18) years, together with his or her parents or legal guardians, shall be allowed to occupy any two bedroom home at the time of purchase. The foregoing limitation shall not, in any event, apply to any children of Owners who are tenants at the time of recording of this Declaration nor shall it apply to any children born subsequent to the date of purchase nor to children who take up residence within a home pursuant to an Order of a Court of competent jurisdiction

changing or awarding custody of that child.

Declaration Restriction 8.07 is a violation of state and federal laws and hence is not enforceable.

- 8.08 No "For Sale" or "For Rent" signs shall be permitted except such standard signs as may be approved by the Board of Directors, which signs may be posted on the front wall of the home, adjacent to the front door. No commercial realtor signs shall be permitted.
- 8.09 The Board of Directors may, from time to time, adopt additional rules and regulations governing the use of the properties and the conduct of all residents and guests. No action shall be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of any other owner.
- 10.01 The easements, covenants, conditions and restrictions contained herein shall run with and bind the land for a term of fifty (50) years and shall thereafter be automatically extended and renewed for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than ninety percent (90%) of all Lots. Any amendment must be a form acceptable for recording in the Office of the Clerk of the County of Monroe and shall not be effective until so recorded.

Precedence of Rules Governing the Association

There are three types of rules governing the Association – Declarations, By-Laws and regulations. In the case of conflicts between rules governing the Association, the order of precedence is as follows.

- 1 Declarations have precedence over By-Laws and Regulations. Declarations may only be amended by an instrument signed by 90% of the lot owners (See Declarations Article X, Section 10.01).
- 2 By-Laws have precedence over regulations. By-Laws may be amended by a 2/3 vote of the quorum (See By-Laws Article XI, paragraph 11.1). A quorum is 1/3 of the membership present in person or by proxy.
- 3 Regulations may be passed by a majority vote of the Board of Directors (See By-Laws Article IV, paragraph 4.11).

Amendment to Declarations Declaration 8.05

Current Declaration Statement:

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Amendment to Declaration 8.05:

This amendment will supersede only the bolded portion of Declaration 8.05 above that relates to the ownership and/or housing of a dog.

- 8.05.1** No dogs may be kept or housed on or about any portion of the properties at any time except under the following guidelines:
- 8.05.1.1** A Homeowner must obtain written approval from the Southern Hills Board of Directors by applying for a Variance
- 8.05.1.2** The dog must be kept inside at all times except for purposes of relieving bodily functions or to be walked
- 8.05.1.3** The dog must be on a leash at all times when outside
- 8.05.1.4** The Homeowner must clean up any dog droppings immediately after they occur.
- 8.05.1.5** The dog may not be tied up outside for any reason except those stated in 8.05.1.2. The homeowner or resident must be present with the dog when outside at all times.
- 8.05.1.6** The dog must be kept quiet at all times.
- 8.05.1.7** Only one dog per household will be permitted.
- 8.05.1.8** The dog must not cause harm to another person
- 8.05.1.9** The dog must not cause damage to another unit or property. This includes but is not limited to digging holes, damaging plants, damaging decks, damaging siding, and/or damaging downspouts.
- 8.05.1.10** No attack or guard dogs allowed
- 8.05.1.11** Dogs for aid of a disability will be permitted
- 8.05.1.12** Non-compliance with any of these rules will be reason for revoking a homeowner's variance.