

HILLTOP FARM PROTECTIVE COVENANTS

RESIDENTIAL USE

1. All lots at Hilltop Farm shall be used for single family, private residential purposes. No more than one (1) house shall be erected, placed or permitted on any lot.
2. Any dwelling constructed or placed on the premises shall meet the following conditions:
 - a) All dwellings shall meet a minimum of 1,150 square feet of living area.
 - b) Living areas are exclusive of porches, breezeways, basements, and garages.
 - c) All dwellings shall contain a two-car attached garage unless a reasonable freestanding substitute building is approved by the Seller, or his heirs. There shall be inside storage for all vehicles, whether or not operative, boats, trailers or other vehicles.
3. No garage or unfinished single family dwelling, travel-trailer, barn, tent, basement or other outbuilding shall at any time be occupied or used as a temporary or permanent residence.
4. Singlewide or Doublewide manufactured homes shall not be placed on the property for any reason.
5. Construction of both the dwelling and garage must be completed within (9) nine months of beginning construction of the dwelling.
6. Any accessory building(s) shall be placed to the rear of the lot with respect to the proximity of the house.
7. Driveways shall be well maintained with gravel or other suitable surface, and dust shall be controlled.
8. Property shall be kept reasonably trim and neat at all times (grass and weeds shall be kept mowed so they are no higher than 1½ feet).
9. Common area and Driveway Maintenance: Owners of Lots 2-23 agree and consent to become members of the Hilltop Farm Homeowners Association, which will provide for maintenance, preservation and repair of the driveway as well as the common areas adjacent to the private drive.

CONSTRUCTION PERMITS

1. Prior to any construction, each lot owner must obtain the appropriate permit from the following:
 - a) Driveway permit and house number front the County Engineers or Township Zoning Office
 - b) Sewage disposal permit from the County Health Department
 - c) Building permit from the County Building Department

ANIMALS

1. With the exception of 4-H projects, no swine or poultry shall be permitted on any lot. Large domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted, but shall be limited to one (1) per one and one-half (1½) acre of fenced pasture. The pasture shall not be overgrazed, but shall be healthy and thick, and weeds shall be controlled. Noise and odors from any animal shall be controlled so that neither shall be offensive to adjoining neighbors.
2. Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes. However, the keeping of family pets and the periodic sale of offspring are permitted.

BUSINESS/TRADE

1. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance, or on occasion, which will or might disturb the peace, comfort, or serenity of the neighborhood.

EASEMENTS

1. Subject to oil lease, crop lease, utility easements, road right-of-way easements, scenic easements, or drainage easements, if any. The buyer, his heirs and assigns, agrees to grant a drainage easement (at no monetary value or any other consideration) for the purpose of providing an outlet for storm water and/or septic system drainage to any owner(s) of any lot of this development. Buyer shall comply with all requests from the County Health Department and County Engineer to ensure the health and welfare of each owner of any lot of this development. The buyer agrees to grant utility easements to serve any lot of this development.

DRAINAGE

1. The owners of all building lots within Hilltop Farm shall be required to maintain storm water drainage ways, streams, and ditches in such a manner as to not interfere or hinder the normal flow of water. All driveways shall have storm water culvert pipes per Clermont County standards and they must be installed before any construction begins.
2. Any disturbance or damage done to any storm water drainage way, road ditch or the road right of way, caused by any owner of any building lot or their contractors, shall repair said storm water drainage way, road, ditch or road right of way to its original condition, or the owner of the lot will be held liable for any such damages.

DURATION AND AMENDMENTS

1. No lot may be divided, split or subdivided in the future to create an additional building site.
2. Exceptions to any of the aforementioned restrictions may be approved by majority vote of all possible votes of the Hilltop Farm Association so long as the appearance of the area is not adversely affected. Exceptions must be in writing and notarized.
3. These restrictions shall be deemed to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, and shall be automatically renewed for successive thirty-five (35) year periods.

ENFORCEMENT

1. Countrytyme shall not be obligated to enforce these covenants.
2. Any lot owner within Hilltop Farm shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure to enforce any provision hereof shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any one of the provisions hereof by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect. Countrytyme shall be not obligated to join or assist in any suit brought by any lot owner to enforce these restrictions.

Signature

Date

Signature

Date