

USE RESTRICTIONS  
(Rules and Regulations)

Taken directly from the Overhills HOA covenants

1. Residential Purposes Only: All lots in said subdivision shall be residential lots, and no structures shall be erected, altered, placed or permitted to remain on any of said lots except a structure for one family occupancy.
2. Minimum Value of Improvements: No dwelling shall be permitted on any lot at a cost less than ninety thousand dollars (\$90,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, for one-story structures shall be not less than 1,300 square feet. The ground floor area of the main structure, exclusive of one-story open porches and garages, for a two-story dwelling shall not be less than 750 square feet for the first floor of said dwelling unit. No pre-manufactured homes shall be located on any lot.
3. Fences: Fences shall be on the line from the front corner of the home going to rear of the lot. The type of fencing shall require approval by the Board of Directors prior to construction. Enforcement: Fences constructed after 15 Jun 2016 without prior approval will be cited. If approval is not requested within three (3) months, the matter will go to a formal hearing. A fine of \$100 per week will be assessed for every week following the hearing that the matter is not settled. Each lot owner shall maintain fences located on their lot at all times including, but not limited to repairs and pressure washing of said

fences as needed. Enforcement: If the violation occurs for two consecutive months, the matter will go to a formal hearing. A fine of \$10 per day will be assessed for every day following the hearing that the matter is not corrected.

4. Permitted Use: No provision or provisions of these restrictions shall prevent or prohibit any lot or lots in said plat from being used for municipal or public park or playground purposes.
5. Nuisances: No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No two-way radio towers are to be installed, maintained, or used on any lot. Enforcement: If the same nuisance is cited two consecutive months, the matter will go to a formal hearing. A fine of \$20 per day will be assessed for every day following the hearing that the matter is not corrected.
6. Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Enforcement: If the violation occurs for two consecutive months, the matter will go to a formal hearing. A fine of \$20 per day will be assessed for every day following the hearing that the matter is not corrected.
7. Building-location: No building shall be located on any Lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No setback shall be required for a garage or other permitted accessory building located 50 feet or more to the rear of the minimum set back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to

permit any portion of a building on a lot to encroach upon another lot. One lot and a portion or all of another lot may be used for the construction of one house and the side line setback will apply to the boundary lines of the entire tract so used.

8. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Enforcement: The violation will go to a formal hearing after one month. A fine of \$50 per day will be assessed for every day following the hearing that the matter is not corrected. Dogs must be kept in a fenced in area of the owner's lot. Enforcement: Any substantiated complaints to Board of Directors about escaping pets will be fined per complaint \$100.
9. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container. Enforcement: The violation will go to a formal hearing after one month. A fine of \$50 per day will be assessed for every day following the hearing that the matter is not corrected.
10. Storage: No lot shall be used for storage or parking of disabled motor vehicles. All motor vehicles kept in the subdivision must be licensed annually. Enforcement: If the violation occurs for two consecutive months, the matter will go to a formal hearing. A fine of \$10 per day will be assessed for every day following the hearing that the matter is not corrected.
11. Terms: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which they shall be automatically extended for successive periods of 10

years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. Street Lights: The owner reserves the right to subject the property to a contract with South River EMC for the installation underground electric service and street lights either of which may require an initial and a continuing monthly obligation to South River EMC by the owner of any lot in the subdivision.
13. Enforcement: Enforcement shall be by proceeding at law or in equity, against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.
14. Recreation Equipment and Fixtures: No recreation equipment or fixtures may be located closer to the street right-of-way than the front face of the residence. Enforcement: If the violation occurs for two consecutive months, the matter will go to a formal hearing. If not corrected, the goal will be removed and the homeowner charged \$50 for the removal. If this violation occurs again with the same homeowner, they will be fined \$100 as well as assessed the \$50 removal fee.
15. Severability: Invalidation of any one of these covenants by judgment or Court Order shall remain in full force and effect.
16. Yard Maintenance. Each lot owner shall landscape and maintain their yard in a well manicured style so as to enhance their own as well as their neighbor's homes and lots. Grass should be kept at a reasonably short length and trees, shrubs and bushes shall be properly pruned and all yards kept free of weeds, trash and debris. Enforcement: The violation will go to a formal hearing after one month. A fine of \$20 per day will be assessed for every day following the hearing that the grass is not cut or trees, shrubs and

bushes are not pruned. A fine of \$50 per day will be assessed for every day following the hearing that trash and debris is present.

17. Maintenance of Primary Dwelling. Each lot owner shall maintain their principal dwelling in regards to repairs to siding, windows, doors, roofs, etc. at all times, to also include pressure washing as needed. Enforcement: If the general upkeep and maintenance of the structure is neglected for three consecutive months, the matter will go to a formal hearing. A fine of \$10 per day will be assessed for every day following the hearing that the matter is not corrected. If pressure washing is neglected for two consecutive months, the matter will go to a formal hearing. A fine of \$20 per day will be assessed for every day following the hearing that the matter is not corrected.

18. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding any of the herein stated, the Declarant shall have the unfettered right to amend this Declaration so long as the Class B membership exists.

These covenants can be modified on a case by case basis by a ruling from the HOA Board of Directors. For example, you want your fence to sit closer to the front of your lot

that the back corner of your home. Present your case to the HOA Board of Directors. A ruling will be issued.