

**1. This section references information specific to each lot and will be presented at closing.**

- (a) Said real estate and all improvements and easements thereon and appurtenances thereto shall be known as "Barton Run Heights at Nolin Lake".

**2. Description of Lots.**

- (a) The Declaration and Master Deed covers a development for residential lots for single family houses and one commercial lot, as situated on said real estate as fully described on the site plan filed simultaneously with the recording hereof and, by reference thereto, made a part of this Declaration and Master Deed.

**3. Identification and Ownership of Lots; Responsibilities of Lot Owners.**

- (a) For purposes of identification, each lot has been assigned a number as indicated on the site plan attached hereto and made a part hereof No lot bears the same identification number as any other lot.
- (b) The location and dimensions are set forth in and on the aforementioned site plan. The legal description of each lot shall consist of its number as indicated on the site plan together with the words "Barton Run Heights at Nolin Lake".
- (c) Each lot owner shall obtain fee simple ownership of the lot acquired. The form of ownership of a lot may be individual, corporate, partnership, joint with right of survivorship, tenancy in common, tenancy by the entirety, or any other estate in real property recognized by law and which may be conveyed and encumbered.
- (d) The owner of each lot shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the lot by any governmental authority with jurisdiction over the lot.

**4. Common Expenses and Collection of Assessments.**

- (a) "Common expenses" of the development means all charges, costs and expenses incurred by the Declarant, and/or the managing agent for and in connection with the operation and administration of the development. Common expenses include, but are not necessarily limited to, those expenses for maintenance of roads, right-of-ways, and commons areas, the repair of utility services, materials, supplies, equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to

establish reserves to be maintained to cover future replacement costs and contingencies.

(b) Each lot owner shall be personally liable for \$300.00 annually as a share of the common expenses.

- i. Assessments and installments on such assessments paid on or before 10 days after the day when due shall not bear interest, but all sums not paid when due, including any sums due as a result of acceleration of unpaid assessments shall bear interest from the date when due until paid at the rate of interest of 8% per annum. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- ii. **Except as provided in paragraph (v) of this section** of this Declaration and Master Deed, any unpaid common expenses assessed to a lot owner shall constitute a lien against the lot owned by such lot owner and against such lot owner's interest in the development prior to all other liens except the lien of a first mortgage on the lot and tax or assessment liens on the lot by the taxing subdivision of any governmental authority, including, but not limited to, state, county, city, and school district taxing agencies. The lien created by this paragraph of this section of the Declaration and Master Deed shall be deemed to be incorporated by reference in and reserved by each deed or the instrument conveying any interest in a lot whether or not such deed or instrument by its express terms refers to said lien. The lien for unpaid assessments shall also secure legal interest and reasonable attorney fees incurred in the collection of such assessment or enforcement of such lien.

## **5. Use and Occupancy of Lots and Common Areas.**

(a) All buildings and the lots therein are intended for and restricted exclusively for purposes as approved by the Declarant. In addition, the following restrictions shall apply:

- i. All structures shall have on the exterior walls brick, stone, vinyl siding or other modern materials specifically approved by the Declarant.
- ii. There shall be no obstruction of the common. Each lot owner shall be obligated to maintain and keep his or her own lot, windows and doors in good, clean order and repair.
- iii. One detached building shall be permitted per lot unless prior written approval is granted by Declarant. Detached buildings must comply with the main structure in design and exterior materials.

- iv. Manufactured homes, modular homes, mobile homes or any other type of completed housing or other building that can be moved from one location to another shall not be permitted.
- v. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited in any residential lot situated in the Development, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds or other customary household domestic pets provided they are not kept, bred or maintained for commercial purposes. All animals, when outside of a Lot, shall be kept on leash, and their owners shall be fully responsible for any additional expense incurred by Declarant or the Association by reason of damage done by an animal. A lot owner shall be responsible for any mess created by his pet out of the lot owner's Lot. No animal shall be boarded or left outside for extended periods of time and each lot owner shall control his animal to keep noise to a minimum.
- vi. No noxious or offensive activity shall be carried on in any lot or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other lot owners or occupants or constitute waste at common law.
- vii. Fencing on residential lots shall not be installed beyond the front corners of the house and shall not exceed six feet in height. Fencing shall be designed and maintained in a manner which meets or exceeds the character of the community.
- viii. No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- ix. Nothing shall be altered on, constructed in, or removed from the common elements, except upon the written consent of the Declarant and/or the Association.
- x. No trailer, boat, camper, recreational vehicle (RV), camping vehicle, bus, mobile home, unlicensed motor vehicle, junked or immobile vehicle or truck larger than a pickup, or any other similar device permitted to stand within or upon any part of the general common elements. Due to the unsightliness created and possible annoyance to other Lot owners or occupants, no extensive work such as dismantling and repairing of motor vehicle or machinery of any type shall be permitted upon any part of the general common elements.

No commercial vehicle shall be parked or kept upon any part of the general common elements or any street in the development in excess of ten hours in any 24 hour period or except when used as part of a temporary construction or repair activity for a lot. "Commercial vehicle is defined as a vehicle meeting any one of the following characteristics:

1. having rear dual wheels; (ii) having a design
  2. load carrying capacity of more than one ton
  3. being designed to carry more than nine passengers including driver
  4. being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes
  5. advertising a business or containing on its exterior any business information in excess of the business name on the side door of the vehicle.
- xi. No vehicle, motorized or otherwise, including, but not limited to, those set forth in paragraph above, shall be parked overnight on any street or public right-of-way of the development, and no such vehicle shall be parked at any time except on a public street, in a designated parking lot, on a legal driveway or in a garage.
- xii. No trailer, basement, tent, shack, barn or other "outbuilding" erected on the lot shall be used as a temporary or permanent residence. No structure of a temporary character shall be used as a residence. (l) Tents, campers, recreational vehicles, or other similar structures or vehicles may be used for no more than 2 consecutive weeks in any calendar year.
- xiii. No inoperable, unlicensed, "junk" or unattractive motor vehicles may be kept on any lot unless enclosed in a building.
- xiv. Other rules and regulations may be made by the Declarant as to the usage of the lots.
- xv. All **residential** lots shall be used for private residential purposes except for such nonresidential uses as may be permitted by the Board from time to time. This provision shall not, however, be so constructed as to prevent the Grantor from using any Lot for model or display purposes or so as to prohibit the leasing of Lots owned by the Grantor.

- xvi. No pools, games or nets for such shall be permitted to stand on the general common elements. No basketball goals shall be permitted to stand on the general common elements.
- xvii. (q) Satellite dishes must be a DBS dish, no larger than 3 feet in diameter discreetly positioned on the dwelling at least 50 feet from the edge of any road, or positioned otherwise as approved in writing by the Declarant.
- xviii. Golf carts may be used in the streets of the development. All Terrain vehicles including but not limited to dirt bikes, motorized bikes, "3-wheelers", "4-wheelers" may not be used in the streets of the development.
- xix. It is the desire of the Declarant to preserve the natural vegetation of the landscape to the greatest extent possible. No trees, shrubs, bushes, or other vegetation shall be cut, trimmed or removed from any lot without the prior written approval of the Declarant.

#### **6. Disputes.**

- (a) At any time a dispute exists concerning issues governed by this Declaration and Master Deed, the Declarant shall make the final decision.

#### **7. Failure to Enforce.**

- (a) No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

#### **8. Notices.**

- (a) Notices required or permitted to be given to any lot owner may be delivered, respectively, to such lot owner at his or her lot.

#### **9. Amendments.**

- (a) This Declaration and Master Deed may be amended at any time by the owners of 50% or more lots in the Barton Run Heights at Nolin Lake.

#### **10. Severability.**

- (a) The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and Master Deed, and all of the terms hereof are hereby declared to be severable.

**11. Captions.**

- (a) The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration and Master Deed nor the intent of any provision hereof.

**12. Construction.**

- (a) The provisions of this Declaration and Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential Development.