

Hillside

COVENANTS & RESTRICTIONS

KNOW ALL PEOPLE BY THESE PRESENTS:

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida non-profit corporation, from now on called "**ASSOCIATION**," is the owners of all lots in **HILLSIDE** according to the plat in Plat Book 32, pages 70, 71, 72 and 73, of the public records of Clay County, Florida.

1. Homeowner shall use no lot except for **residential** purposes. No building after this called the "HOME" shall be erected/constructed on any said lot other than **ONE** detached single-family dwelling not to exceed two stories in height. An attached car garage can hold up to three (3) cars, and only **ONE** detached garage, barn, utility shed, or workshop, from now on called "OUT-BUILDING." **No portion of said Lot or OUT-BUILDING shall be RENTED or caused to be rented.**
2. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard maintained, in an appropriate condition, and any HOME and OUT-BUILDING adequately painted and maintained. The Hillside HOA rules and regulations define a properly maintained lot and yard and color of paint.
3. If the HOMEOWNER of said LOT desires to erect or build an OUT-BUILDING, the following restrictions apply:
 - A. Before construction, it's the responsibility of the Homeowner to obtain an **Approval** Letter from the Architectural Review Board, after this called the "ARB. "
 - B. Request for an OUT-BUILDING shall be made in writing by the Homeowner. The request will accompany a copy of the final survey outlining the exact location, structures, style, materials, and day and evening phone numbers.
 - C. No OUT-BUILDING shall be erected or placed on any lot until the construction plans and specifications and plan showing the structure's location have been **APPROVED** by the "ARB." The quality of artistry and materials, the harmony of external design with existing structures
 - D. The OUT-BUILDING shall set back the building set back requirements and restrictions a minimum of (15) feet from the rear lot lines. In addition, a minimum of seven and one-half feet (7 ½) from the side lot lines. Any setback or building restriction lines (BRL) established on the plat will supersede the above minimums. Setback or building restrictions lines shall not encroach.

- E. The HOMEOWNER shall allow the "ARB" access to the construction site before, during, and after construction to monitor/measure restriction requirements effectively.
- F. It's the responsibility of the Homeowner to obtain and comply with any necessary permits required by Federal, State, or Local Governing agencies for the desired construction.
- G. The OUT-BUILDING shall meet the following criteria:
 - 4. **ONLY ONE OUT-BUILDING** per LOT/HOME; A **Maximum** of **600** Square Feet; Roof Shingles to **Match** Roof of House; a **Maximum** of eight (8') foot sidewalls; a **Maximum** of 5/12 pitch line for roof;
 - 5. Authorized construction materials: **Good Wood, Hardie Board, Masonry, T-111 sheathing. NO SECOND HAND OR METAL MATERIALS.** Under NO circumstances shall tin, tarpaper, or asphalt composition appear on the exterior of any such OUT-BUILDING except during construction;
 - 6. **ONLY** Wood or Concrete flooring. **NO DIRT FLOORS ALLOWED;** Exterior Wall & Trim paint colors shall **MATCH** the house closest as possible with ARB Approval. A minimum of **TWO** (2) coats of high-quality paint applied to the exterior;
 - 7. Electricity, interior water, and external hose bib are allowed to the OUTBUILDING; a toilet, shower, sink, washbasins shall be allowed. However, wastewater must tie into the existing Septic System with County Approval and Final Inspection;
 - 8. **NO OUT-BUILDING SHALL INCLUDE A KITCHEN OR BE LIVED IN, OCCUPIED BY ANY LIFE FORMS, MADE INTO A DWELLING, GUEST HOUSE, RESIDENT QUARTERS, ETC.**
 - 9. Inoperable Recreational Vehicles (RV), Motor Vehicles, Trailers, Motorcycles, Boats, Jet Ski's, All-Terrain-Vehicles (ATV), Commercial/Residential/Contractor's Equipment, Appliances or other dilapidated articles shall not be placed on or permitted to remain on any lot either temporarily or permanently.

10. Every residence on each lot shall be connected to the water lines owned and operated by the Clay County Utility Authority or its successors or assigns. No well shall be permitted on any lot to supply water to the interior of any residence. However, shallow wells for air conditioning equipment or lawn watering are allowed. All septic tank locations and the drain fields connected to the dwelling shall be in the rear or side of the lot.
11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, except in closed sanitary containers. The sanitary containers shall be stored behind a fence and out of view from the public. Exceptions shall be 24 hours before and after sanitary pickup.
12. Homeowner shall not Raise, breed, or keep animals, livestock, or poultry of any kind on any lot. The exception is a total not to exceed four (4) dogs, cats, or other household pets kept on any lot. As long as they are not held, bred, or maintained for any commercial purpose. **DO NOT CAUSE OR CREATE OR CONSTITUTE A NUISANCE PER COUNTY ORDINANCES.** All animals shall have a collar, adequately licensed and tagged. Animals shall be on a leash and in control of the OWNER. While walking the animal throughout the community, animal droppings shall be picked-up by the pet owner. The owner may install an underground containment fence to control animals and help keep them on their LOT; however, the Pet Owner shall monitor the "Containment Area ."PLEASE, KEEP YOUR ANIMAL UNDER CONTROL.
13. Homeowners shall not allow any noxious or offensive activity upon any lot. In addition, no action shall be permitted to become an annoyance or nuisance to the neighbors. Annoyance or nuisance complaints shall be from three or more different neighbors.
14. Commercial/residential communication antennas, no transmitting/receiving aerial radio antennas, television aerial antennas, large satellite dishes, or any other exterior electronic or electric device of any kind shall be permitted on any LOT, HOME, OUT-BUILDING, or attached to any structure on the LOT will be allowed. The only exception is **ONE** Satellite Dish not to exceed twenty-four (24") inches in diameter. It's the Homeowner's responsibility to ensure the INSTALLER is aware and complies with this covenant before, during, and after the installation of the Satellite Dish. The Board shall evaluate new technology as it becomes available and make reasonable changes to this covenant.
15. All basketball backboards shall be pole mounted and a **MINIMUM** of twenty-five (25) feet from the front curb line.

16. No wheeled vehicles of any kind, such as Motorized or Towed Recreational Vehicles (RV), Wheeled Vehicles, Trailers of any kind, Boats, Jet Ski's or All-Terrain-Vehicles (ATV), maybe kept or parked on the lot unless the same is entirely inside a garage or proper enclosure, such as a fenced yard, except those private automobiles of the homeowners and guests of the Homeowner bearing no commercial signs or advertisement, may park in the driveway on the lot. Other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for such service.
17. No Boats, Jet Ski, or wheeled vehicles of any kind (All-Terrain -Vehicles (ATV), motorcycles.) shall be on or around the retention or detention ponds.
18. The property is subject to an easement for oil, gas, and minerals on, in, and under the above-described lands and the right of the easement owners to explore for oil, gas, and minerals on, in, and under each lot, and to produce, drill, and mine the same; provided that easement owners shall pay the Grantee's and the Grantee's heirs, representatives, successors and assigns just and reasonable compensation for any injury or damage to the surface of said land, to crops or the improvements thereon caused by the exercise of such rights, shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and fair compensation.
19. "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as "wetland as defined by DET" upon the recorded subdivision plat.
20. The Conservation Easement Areas shall and are at this moment declared to be subject to a conservation deed restriction in favor of the **ASSOCIATION**, its successors, and assigns to retain and maintain the conservation easement areas in the predominantly natural condition as a wooded water recharge, detention and percolation, and environmental conservation area. In furtherance of this conservation easement, each of the following uses of the conservation easement is at this moment prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to with:
 - A. The construction, installation, or placement of signs, buildings, fences, walls, roads, or any other structure and improvements on or above the ground of the conservation easement areas; or

- B. The dumping or placing of soil or other substances or materials as landfill or the disposal or placing of trash, waste or unsightly or offensive materials; and
- C. The removal or destruction of trees, shrubs, or other vegetation from the conservation easement areas; and
- D. The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the conservation easement areas; and
- E. Any use would be detrimental to retaining the conservation easement areas in their natural condition.
- F. Acts or uses detrimental to such retention of land or water areas.
- G. The conservation easement areas shall be perpetual.

21. The **ASSOCIATION**, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the conservation easement areas at all reasonable times and properly to assure compliance with the prohibition and restrictions.

- A. The HOMEOWNERS of any land upon which there is located any conservation easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement parcel on their lot or lots.
- B. The prohibitions and restrictions upon the conservation easement areas as outlined in this paragraph may be enforced by the St. Johns Water Management District by proceedings at law or in equity, including, without limitation, actions for injunctive relief. The St. Johns River Management District shall be approved any amend the provisions in this conservation easement area.
- C. All rights and obligations arising hereunder are appurtenances and covenants running with the land of the conservation easement areas. They shall be binding upon and inure to the benefit of the **ASSOCIATION** and its successors and assigns. Upon conveyance by the **ASSOCIATION** to third parties of any land affected as a result of this, the **ASSOCIATION** shall have no further liability or responsibility hereunder, provided the deed restriction, including the conservation areas, are properly recorded.

22. The **ASSOCIATION** and ONLY the **ASSOCIATION** reserves the right when approved by a two-thirds (2/3) vote of the property owners attending a meeting or by a proxy vote of the

ASSOCIATION to release any lot from any part of these Covenants and Restrictions which may violate (including without limiting the preceding, violations or building restriction lines and provisions hereof relating there to wherever the **ASSOCIATION**, in its sole judgment, determines such violation to be a minor or insubstantial violation) these Covenants and Restrictions. The HOMEOWNER shall receive a Release or Grand-Father Letter from the Association with the President's Signature, Witnessed and Signed by the Secretary and One other homeowner to authenticate the **ASSOCIATION'S** Approval. It's the responsibility of the Lot Owner to have this Letter Record at the Clerk of the Court for Clay County.

23. If the HOMEOWNER of said LOT desires to **ALTER** their "HOME" or "OUT-BUILDING," the following restrictions apply:
 - A. Before alteration, it's the HOMEOWNER's responsibility to obtain an **APPROVAL** Letter from the "ARB."
 - B. Request for a "HOME" or "OUT-BUILDING" alteration shall be made in writing by the Homeowner. A copy of the construction/alteration plans and specifications, final survey outlining the exact location, structure design style, materials list, day and evening phone numbers.
 - C. **NO** "HOME" or "OUT-BUILDING" shall be altered on any lot until the construction/alteration plans and specifications have been **APPROVED** by the "ARB" as to the quality of artistry and materials, harmony of external design with existing structures;
 - D. The set back requirements and building restrictions shall be set back a minimum of (10) feet from the rear lot lines and a minimum of seven and one-half feet (7 ½) from the side lot lines. However, any setback or building restriction lines (BRL) established on the plat will supersede the above minimums. Any encroachment to a setback or building restriction lines requires a variance from the County, and the HOMEOWNER is responsible for obtaining the necessary approval before the alteration.
 - E. The HOMEOWNER shall allow the "ARB" access to the construction site before, during, and after construction to monitor/measure restriction requirements effectively.
 - F. It's the responsibility of the HOMEOWNER to obtain and comply with any necessary permits required by Federal, State, or Local governing agencies for the desired construction.

25. The architectural control committee comprises the President, Vice President, Secretary, Treasurer, Board Advisor, and one other person named the President. The ARB may obtain,

acquire or contract the necessary services, advice, or opinions in informational forms from Professional Organizations without any limitations or infringements. Neither the members of the committee nor its designated representative shall be entitled to any compensation for service performed according to this covenant. The HOMEOWNERS should make all submittals to the "ARB" for consideration.

26. Easements for Fencing, Water, Sewage, Electricity, Drainage, Power, Communications and access to Retention and Detention Ponds are reserved over, on, and under all easements, as shown on said plat and around and forth, a ten (10) foot strip along the sidelines of each lot, and on and over a fifteen (15) foot strip along the front of each lot, where no such easement is shown on said plat, and the said the ASSOCIATION shall have the unrestricted right and power to release said easement as to any lot. Said reservation of easements shall give way to the benefit of the ASSOCIATION and its successors or assigns. The ASSOCIATION shall have the unrestricted right and power to access the three storm drainage easements to the retention and detention ponds and develop access for servicing said ponds.
27. Together with their grantees and successors, the owners of each lot shall, under lot ownership, be members of the "ASSOCIATION" and subject to payment of all dues and assessments levied by the "ASSOCIATION." The Association shall have the right to place a lien, subject to any prior encumbrance, on any lot for non-payment of dues or assessments after thirty (30) days from the date they are due
28. Enforcement of these Covenants and Restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.
 - A. The Association's Board of Directors shall have the right to place a lien, subject to any prior encumbrance, on any lot for non-payment of dues or assessments after thirty (30) days from the date they are due.
 - B. A Homeowner shall be notified in writing that it has violated the Covenants & Restrictions and will be provided ten days grace period for correction. After three (3) violations, in ANY combination of these Covenants & Restrictions, the Board shall notify the Homeowner about any future violation(s) and assess a reasonable fine as a remedial action. Any subsequent breaches by the HOMEOWNER shall have the unrestricted right and power to release said easement as to any lot. The Board shall use the Florida Statutes to guide when administering corrective action. The Florida Statute reads:

1. "If the governing documents so provide, the ASSOCIATION may suspend, for a reasonable time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and may levy appropriate fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A penalty may be imposed based on each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.
2. The association may levy reasonable fines. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association unless otherwise provided in the governing documents. The board may levy a fine for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the court's non-prevailing party.
3. An association may suspend, for a reasonable period, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas that provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.
4. Suppose a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association. In that case, the association may suspend the member's rights, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, another monetary obligation is paid in full.
5. If the governing documents so provide, an ASSOCIATION may suspend the voting rights for the non-payment of regular annual assessments that are delinquent more than 90 days. "

C. The Board of Directors shall develop a reasonable fine, charges, and suspension list. The maximum amounts to be assessed shall not exceed the Statute limit.

29. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force.
30. All pools, in-ground or above ground, swimming, wading, hot tub, permanent or temporary, must be enclosed within a Privacy Fence or Wind Screen Pool Canopy. All pools shall be restricted from view outside the lot to the maximum extent possible. All pools shall comply with the necessary Federal, State, and Local agency code or statutes.
31. If the HOMEOWNERS of said lot desire to install, construct, erect, or build a fence, the following restrictions apply:
- A. Wood fences SHALL be natural, color stained, or stained Clear Sealed.
 - B. Fence SHALL encloses the entire backyard along the back (50' from the back of the house) and side lot lines.
 - C. A maximum of six-foot (6') high;
 - D. Along the rear of lots 18-22 and 25-31 and 50-51, the only type fence allowed on the back of the lot shall be a green, brown, black, gray vinyl or no vinyl chain link fence (Fence Fabric, Hardware, Post, shall also be the same color) no higher than four (4) feet.
 - E. Layout for Hedges, Fences, or Walls: **MAY NOT** be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the front line of the primary residence; no closer than twenty (20) feet to a side street, when the residence is situated on a corner lot.
 - F. If the fence is to be located in an easement for drainage, then there shall be a minimum of eighteen (18) inches between the natural ground and the bottom of the fence. Fence structure posts may be installed in the drainage easement but at intervals of not less than eight (8) feet.
 - G. Along lots 23, 24, 42, 43, 48, 49, 51 (Edge Facing Road), 52 & 53 no fence, hedge or wall higher than six (6') feet. The maximum height of any fence is six (6') feet per Florida Statutes.
 - H. All fencing not complying with requirements as of March 2002 shall be grandfathered. When replacing a fence that is damaged, destroyed, or otherwise. The grandfathering

effect is null and void. The homeowners shall comply with the new fencing requirements in effect. Homeowners with a Pool and your fence don't adhere to the statute; your property is in violation and **SHALL NOT** be grandfathered.

- I. It is the responsibility of the HOMEOWNER to obtain and comply with any necessary permits required by Federal, State, or Local governing agencies for the desired fencing.
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32. Said "HOME" shall contain a minimum of sixteen hundred (1600) square feet of ground area, exclusive of garages, porches, or screened-in areas for single-story residences, no less than six hundred (600) square feet of ground area for a residence of more than one story. The ASSOCIATION reserves the right to reduce any of the above-designated numbers of square feet by up to ten percent (10%) as to any of the lots. *All "HOMES" shall have a side entry garage.*
 33. The covenants and restrictions shall remain in force and effect until January 1, 2040, after which these covenants and conditions shall be automatically renewed for successive ten (10) year periods unless these covenants and restrictions are changed, amended, or altered by a majority vote of the then recorded owners of the lots herein described. Until these covenants and restrictions expire or are canceled, they shall be deemed to be covenants running with the title to said lots.
 34. The Association Members shall be lot owners. The initial dues were One Hundred Eighty Dollars (\$180.00) per year. In the fiscal year 2023, the dues are \$264. The dues shall be fixed annually by the Board of Directors in an amount not to exceed ten percent (10%) more significant than the prior year's assessment.
 - A. When approved by a two-thirds (2/3) vote of the property owners attending a meeting or proxy vote of the Association, after due notice, the Association may levy a special assessment required to fulfill its responsibilities in addition to the dues.
 - B. The purpose of the dues and assessments levied by the ASSOCIATION shall be used exclusively to improve and maintain the common area, including but not limited to the following:
 1. Payment of operating expenses of the ASSOCIATION;
 2. Lighting, improvement, and beautification of access ways and easement areas and in addition to it the maintenance of the common area;
 3. Maintenance, improvement, and operation of drainage easements and systems;

4. Maintenance, improvement, and beautification of ponds and buffer areas.
5. Doing anything necessary to desirable, in the judgment of said ASSOCIATION, to keep said lands neat and attractive or to preserve or enhance the value of the properties therein.

IN WITNESS, THE HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida corporation, has caused these covenants and restrictions to be changed and amended or altered and executed hereto this 26th day of February 2022.

Signed in the presence of:

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.

Cindi Markwith 4-10-22

Cindi Markwith, Secretary Date

Steven Markwith 4/10/22

Steven Markwith, President Date

Michael Seaton 4/10/22

Witness Date

Whitie Dugger 4/10/22

Witness Date

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 10TH day of APRIL, 2022.

by Susan L Alexander Notary Public My Commission Expires 10/24/2024.

