

**Spice Run Homeowners Association
Protective Covenants
(updated 2014)**

Section 1: Each and every lot of said addition, except as hereinafter provided, shall be used and occupied for single residence purposes only and nothing shall be done or permitted thereon which shall or may interfere with or detract from or be in any way inconsistent with such use thereof.

Section 2: Only one such dwelling shall be built on each of the said lots. No lot may be re-subdivided into a site which is less than the size of the original recorded lot.

Section 3: The owner of all or part of one lot and all or part of an adjoining lot or lots may consolidate, use, and occupy such entire parcel owned by him as a single lot and such parcel shall be subject to all restrictions provided for hereunder as the same would apply to any single lot.

Section 4: There shall be and is hereby created and Architectural Control Committee composed of the elected officers of the Association. A majority of which may designate a representative(s) to act for it. If a representative is selected to serve on the Committee, they must be a home/lot owner within the sub-division. In the event a Committee member is unable to serve on the Committee, the remaining members shall have the authority to designate a successor. No member or designee shall receive compensation for services performed pursuant to these covenants.

Section 5: Front yard building setback lines are hereby established as shown on plat, between which lines and the property lines of the street there shall be erected or maintained no building or structure.

Section 6: No buildings, fence, wall or other structure shall be commenced, erected, or maintained upon a lot in the sub-division, nor shall any exterior addition to or change or alteration therein be made, until the plans, specification and plot plan showing the nature, kind, color, shape, height, materials, and location of same shall have submitted to and approved in writing as to conformity and harmony of external design and location in relation to surrounding structures, topography, and finished ground elevation by the Architectural Control Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will have been deemed to have been fully complied with.

Section 7: No dwelling shall be permitted, erected, or altered on any lot unless it shall have not less than 1,800 square feet of finished living area on the main or ground floor level except those dwellings which have levels or stories above the ground or main floor, in which case the square footage of the living areas on the upper floors may be combined with the ground floor area in order to meet the ground floor requirements. "Main or ground floor level" as used herein, shall mean the floor or level which is at substantially grade level of the entrance facing the road or street on which dwelling fronts. "Living area" as used herein, shall include the actual area within the outer surfaces of the outside walls, excluding areas in any garage, basement, unheated porch, breezeway or entrance way, but may include any finished and heated living area which is above such enclosed or unheated porch, basement, breezeway, or garage. This requirement shall not be the only limiting factor considered by the Architectural Control Committee to approve or disapprove a structure. Final approval shall be at the sole discretion of the Architectural Control Committee.

Section 8: The following materials shall not be used in the finished exterior of any building in the sub-division: vinyl siding, metal roof, stucco, unless on masonry or expanded metal lath; log construction, hollow brick, unpainted or untreated sand lime brick, unpainted concrete block or unpainted cinder block or brick, or any material which the Architectural Control Committee may consider unsuitable for the use proposed.

Section 9: The erection of any new building or structure authorized as provided herein and the re-erection, re-building, or repair of any such buildings or structures damaged by fire or casualty, shall be pushed to completion as rapidly as possible and should the owner leave such buildings in an incomplete condition for a period of twelve (12) months. Then the Association is hereby authorized and empowered either to tear down and clear from the premises the in-completed portion of such structures, or complete the same, at its discretion, and in either event the expense incurred shall be charged against the owner's interest in the land and shall be a lien upon said land, premises and interest.

Section 10: All unused building materials and temporary construction shall be removed from the sub-division within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is distributed by excavation and other construction work shall be finished, graded, and seeded, sodded or covered with other landscaping as soon as the construction work and weather permits. The surface shoulders, ditches and back-slopes of all roads shall be restored to the same condition as when construction commenced and any repairs or remedial work required

by the Association or the public road authorities shall be done promptly and at the entire expense of the lot owner.

Section 11: Before occupancy of any dwelling a driveway shall be installed which shall start from the paved area of the street and extend into the lot on which said dwelling is located until connects to the garage. All driveways shall be hard surfaced with concrete or bituminous pavement.

Section 12: All garages shall provide for the parking of not less than two cars and such garages shall be constructed of the same material as the dwelling and shall conform to the same architectural design as determined the Architectural Control Committee.

Section 13: Each lot owner shall provide his own facilities for off-street parking of motor vehicles and should utilize same and encourage his guests, if any, to utilize same. Motor vehicles will not be allowed to park on the street for an extended period of time (not to exceed seven days) or the Association has the authority to have said vehicle towed away at owners expense.

Section 14: No automobiles, motor home vehicles, boats, campers, tractors, airplanes, mobile homes, trailers, buses, trucks or other such bulky vehicles, tools or mechanical equipment shall be stored, repaired, reconditioned, sold or manufactured on any lot in the sub-division unless it or they shall be concealed from public view. In no event shall any such activity be conducted in a commercial manner.

Section 15: Roadside mail boxes shall be uniformly mounted, neatly painted and maintained and when two or more such mail boxes are erected in a single location, they shall be attractively grouped in a multi-box installation; such regrouping to be done at the joint expense of the individuals concerned. The design, nature, type and size of such mounting and installation shall be approved by the Architectural Control Committee before installation and use of same.

Section 16: No television or radio antennas, other or larger than the normal and conventional type, shall be erected on or attached to any structure or installed in or upon any land in the sub-division without the prior written and expressed permission of the Architectural Control Committee.

Section 17: Each property owner, within one (1) year after the dwelling is completed, shall provide and plant at his expense, at least two (2) trees for each lot.

Section 18: Natural creeks and drainage ditches now located in said sub-division shall not be drained, filled, altered, changed, dammed or widened without the express written consent of the Howard County Drainage Board.

Section 19: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property lines extended. The same sight lines limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Section 20: No structure, planting or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

Section 21: Easements marked on the plat "U.E." are reserved for the installation and maintenance of underground utilities. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the usage of the easement for its intended purpose. These easements shall also be maintained continuously by the owners of the lots over which they run.

Section 22: Easements marked on the plat "D.E." are reserved for the maintenance and use of surface, subsurface, and storm water drainage facilities, said easements being for the benefit and use of all lots and lot owners in the sub-division for drainage purposes. Within these easements no structures, plantings, or other material shall be placed or permitted to remain which may damage or interfere with the usage of the easement for its intended purpose.

Section 23: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 24: Every owner shall promptly dispose of all his refuse and garbage so that it will not be objectionable to neighboring property owners. Each residence shall be equipped with a garbage disposal unit installed inside the dwelling house. No

household trash, paper, boxes, garbage or other refuse shall be collected, accumulated or stored outside of a building for more than twenty-four (24) hours. No outside burning of trash, paper, leaves, or other debris or refuse shall be permitted at any time.

Section 25: No temporary or unfinished structure, trailer, tent, barn or shack may be used or occupied as a residence at any time.

Section 26: Owners of lots and pools shall maintain said lots and pools in a neat and presentable manner. Weeds, grass, hay, noxious weeds or shrubbery, or other unsightly growth shall not be allowed to attain a height of more than six (6) inches at any time. No debris, rubbish, junk or other objectionable or unsightly material shall be left exposed on or above the ground surface.

Section 27: No signs, posters, billboards or other advertising devices shall be erected or displayed in any yard, on any building or fence in said subdivision, except one "For Sale" sign not to exceed four (4) feet in area, advertising a single lot or dwelling for sale.

Section 28: No animals shall be kept or maintained in the sub-division except household pets kept by an owner of a lot and members of his family in residence. Notwithstanding the foregoing, no animals shall be kept on any lot whatsoever for commercial or breeding purposes and all animals shall have such care as not to be noxious, obnoxious, or offensive on account of noise, odor or unsanitary conditions. In any event, no dogs shall be permitted to run at large on any lot (meaning off the owner's premises while not on a leash or under the control of a person capable of controlling such dog.) As a courtesy to neighbors, it is strongly encouraged that owners pick up after their dog if said dog "does its business" on neighborhood property other than their own.

Section 29: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. In addition, no wind turbines shall be permitted.

Section 30: If swimming pools are installed, the surface elevation of the water shall not be higher than the elevation of the ground surrounding the pool. All swimming pools shall adhere to county codes.

Section 31: The intent and purpose is to have electric distribution lines and telephone lines installed underground to serve all lots in the sub-division. No property owner shall connect to or use overhead electric or telephone wiring if the general system is underground, but, instead the lot owner shall bury such wiring and pay all expenses therewith in order to connect to the underground terminals in the utility easements. No poles more than six(6) feet in height shall be placed on any lot for the purpose of supporting electrical or telephone wiring or lighting fixtures of any kind without the express written consent of the Architectural Control Committee. Mercury vapor lights (so called "dusk to dawn" lights) or lights of similar nature and intensity shall not be used on any lot without the express written consent of the Architectural Control Committee.

Section 32: Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Spice Run Homeowners Association. The Association shall elect a board of officers to administrate the business of the sub-division. Officer positions shall be: Past President, President, Vice-President, Treasurer and Secretary. A member of the board of officers shall not hold the same position for more than two (2) consecutive years except for the Treasurer position. Each of the forty-eight (48) residences in the subdivision is considered to have one vote. A two-thirds majority (= 31 residences) is needed to amend these covenants confirm voting issues.

Section 33: An annual fee to administer the business of the sub-division will be determined by the board of officers to be assessed to each homeowner and will be due April 1 each year.

Section 34: The forgoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which times said covenants, shall automatically be extended for successive periods of ten (10) years unless changed by vote of a two-thirds majority of the then owners of lots covered by these covenants in whole or in part. Invalidation of any one of the foregoing covenants by judgment or court shall in no way effect any of the other covenants which shall remain in force and effect.

Section 35: Enforcement of these covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.