

General Covenant Terms Contained in Each of the 11 Individual Subdivision Covenants That Composes the Heatherwood Area Homeowner's Association

ARTICLE I. DEFINITIONS

Section 1. DECLARANT.

Declarant shall mean and refer to each Owner who has signed this document, as well as each of their successors and assigns, pursuant to an express assignment or conveyance of any special Declarant rights hereunder to such successor or assign.

Section 2. Lot or Lots.

Lot shall mean and refer to any separately numbered plot or parcel of land identified herein or shown upon any now or subsequently recorded subdivision plat of the Property intended for single family residential purposes, and shall include any improvements constructed thereon and *Lots* shall refer to all such lots collectively.

Section 3. Owner.

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. Property.

Property shall mean and refer to all of the Property hereby or hereafter made subject to the terms, covenants and conditions of this document, as amended from time to time.

ARTICLE II RESTRICTIONS

The existing Property Covenants are hereby amended to include the following additional restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, such Property. Where these restrictions, covenants and conditions conflict with any prior covenant or amendment, these restrictions, covenants and conditions shall amend, supersede and control. All other provisions of the existing Protective Covenants shall remain in full force and effect.

Section 1 Land Use and Building Type

No Lot or Property or building shall be used except for Single-Family Residential Purposes. The term "Single Family Residential Purposes" is specifically defined, and is specifically to be construed, so as to prohibit anything other than a single family use. By way of example, and not limitation, this Section prohibits commercial and professional uses; garage apartments, apartment houses, duplex and multi-family residences; profit or non-profit nursing homes, hospitals, group homes and other similar private or charitable enterprises; and any and all other such usages which are inconsistent with the single family residential character of the Property and neighborhood. This Section does not preclude any person from working out of their home or having or maintaining a "home office" as part of the dwelling so long as such home office is used only by the Owner, and so long as the home is not used for regularly recurring meetings or conferences with customers, clients, patients, or others, or used in any manner inconsistent with the single family residential character of the Property and neighborhood.

Section 2. Nuisance

No noxious or offensive activity shall be conducted upon any Lot or Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In the event that any Property or Owner or any other person conducts obnoxious or offensive activity upon any Lot or Property, or does anything thereon which may be or may become an annoyance or nuisance to the neighborhood, a written complaint can be filed with the Homeowner's Association. No Lot or other area within Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment and discarded appliances and furniture. No Outdoor clotheslines shall be permitted in any front yard.

Section 3. Temporary Structures.

No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be permitted at any time or used on any lot at any time as a residence either temporarily or permanently. An exception to this provision shall be a child's play house if it is of a temporary nature and is located behind the residence.

Section 4. MOBILE HOMES, MANUFACTURED HOMES, ETC.

No mobile home, manufactured home, modular home, or other like structure shall be located or installed on any Lot. As used in this Section, mobile home, manufactured home or modular home shall mean a structure, assembled in whole or in part in a location other than on the Lot itself, transportable in one or more sections, any section of which, during transport, is four (4) feet or more in width and ten (10) feet or more in length, which may or may not be built on a permanent chassis and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities.

Section 7. GARBAGE AND YARD MAINTENANCE.

Grass, weeds and vegetation on each lot shall be kept mowed so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such Lots. No trash, ashes or other refuse may be thrown or dumped on any of the lots. No building material of any kind or character shall be placed or stored upon the said property except during periods of construction or improvements thereon. Building material shall not be placed or stored in the street or between the curb and property line.

Section 8. FURTHER SUBDIVISION

No Lot or Lots or Property may hereafter be further subdivided

ARTICLE III HOMEOWNER'S ASSOCIATION

Section 1. ESTABLISHING OF HOMEOWNERS ASSOCIATION

The Heatherwood Area Homeowner's Association, Inc. ("HAHA") is hereby enabled and established as the homeowners association for Heatherwood Subdivision Part 4.

Section 2. PURPOSE

The purposes and objectives of HAHA are:

1. to enhance the livability of the area by establishing and maintaining an open line of communication and liaison between the neighborhood, government agencies and other neighborhoods.
2. to provide an open process by which all members of the neighborhood may involve themselves in the affairs of the neighborhood.

Section 3 MEMBERSHIP

All Owners shall be Members of HAHA. Any other residents of a Member's household may participate in HAHA meetings and activities provided that current HAHA dues.

Section 4. VOTING

Owners shall have one vote per Lot.

Section 5. FUNDING

Annual Dues shall be due from each Owner. Annual Dues shall be no more than \$50.00 a year. Annual Dues may be increased or decreased upon an affirmative vote of 65% or more of the HAHA Board Directors. All Owners shall be notified at least seven (7) days prior to any proposed vote to increase or decrease Annual Dues.

Section 6. MEETINGS

There shall be at least one general annual meeting of HAHA membership a year on days on a date set by the HAHA Board of Directors. At this meeting: (1) the President shall report on the state of the association; (2) the Treasurer shall give an annual financial report; (3) elections for Members of the Board shall be held; and, (4) any other necessary business shall be conducted.

Section 7. BOARD OF DIRECTORS

The Board of Directors shall be composed of 12 Members of HAHA. The affairs of HAHA shall be managed by the board in the interim between general meetings. The board shall be accountable to the membership; shall seek the views of those affected by any proposed policies or reactions before adopting any recommendation. The HAHA Board shall meet as a Board at least once a quarter. These meetings shall be conducted in open session open to any Member, however only Board Members may vote.

Section 8. OFFICERS

The board shall elect from among its members a president, vice-president, secretary, and treasurer at the first board meeting and following the annual election. The president shall prepare the agenda and preside at all meetings of the board and membership; shall appoint chairs of committees with majority approval of the board. The vice-president shall assist the president and preside at meetings in the absence of the president. The secretary shall keep minutes and written records of majority and minority opinions expressed at all meetings; shall be responsible for all correspondence and shall make records available for inspection for any proper purpose at a reasonable time. The treasurer shall be responsible for all funds and shall give an accounting at each general meeting; shall receive safe keep and disburse funds as authorized.

Section 9. COMMITTEES

The following standing committees shall be appointed by the president with the agreement of the Board of Directors and may be dismissed without cause by the president with the agreement of the Board. Standing committees shall be:

- Membership
- Beautification
- Activities and Recreation
- Traffic and Crime Prevention

The president shall institute with the agreement of the board of directors such other committees as are deemed necessary to transact the business of HAHA. The chairman of the committee shall be appointed by the president with the agreement of the Board and may be dismissed without cause by the president with the agreement of the board.

Section 10. ADOPTION HAHA BYLAWS

The existing HAHA bylaws are adopted except to the extent the same are inconsistent with any Section herein.

ARTICLE IV GENERAL PROVISIONS

SECTION 1. Enforcement.

The failure by any property owner or homeowner's association to enforce any right, privilege, covenant or condition which may be granted to it by this document, or the original Protective Covenants, shall not constitute a waiver of the right to thereafter enforce such right, provision, covenant or condition in the future.

Section 2. Severability.

Invalidation of any one of the covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 3 Amendment.

All covenants and restrictions shall run and bind the land for a term of twenty five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated as hereinafter provided. No amendment or termination purporting to revoke or curtail any right herein conferred shall be effective unless evidenced by a filed written document executed by 60% or more of the Owners.