

PROTECTIVE COVENANTS FOR
HEATHERWOOD ESTATES
PHASE II

1. The restrictions and covenants contained herein shall apply to Phase II.
2. All lots in the aforesaid subdivision shall be known and described as residential lots, and no building shall be used for any purpose other than a residence. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed 3 stories in height and must include a garage or carport adequate for housing at least two automobiles. All carports shall be located on the rear of the house and out of direct view of the street. All garage doors that are in direct view from the street must be kept closed when not in immediate use.
3. The size of any dwelling, meaning the enclosed or heated area of the main structure exclusive of open porches, garages, carports or storage areas shall not be less than 1750 square feet. The ground or first floor area of a multi-story house shall contain not less than 1000 square feet exclusive of open porches, garages or storage areas.
4. All residences, garages, carports, outbuildings, fences and other structures incidental to the residential use of said lot shall conform in design, materials, styles and quality of workmanship, including the type of exterior wall surfaces and roofs to the approval of the architectural review committee. All main roofs must have a minimum roof pitch of 7/12. All driveways will be of hardstand construction (i.e. asphalt, concrete). One set of plans and specifications for said property shall be submitted to the architectural review committee before any construction begins, and must be approved in writing by the said committee before beginning construction. The approval is valid for a period of 12 months from the date it is granted. Construction must then begin within 6 months of approval and construction must be completed within 12 months after approval unless the time is extended by written approval of the architectural review committee. If approval or disapproval is not given in writing within 30 calendar days after delivery of the said plans to the said committee, the delay may be considered as approval and construction may proceed immediately. Said architectural review committee shall be composed of 3 or more members appointed by the developer, its successors or assigns. The committee members, until replaced are Debra Purvis, Jamie Tice and Carolyn Brooks. The developer has the right to remove any committee member and appoint a successor.
5. The owner or builder, in building or causing to be built the original house on any lot shall not substantially duplicate the exterior elevation or design of any other house then existing or in the process of construction in said subdivision within five hundred (500) feet of said lot.
6. Each lot shall be a single dwelling site and no lot may be split to provide two or more building sites. In the event, however, any person shall purchase two or more adjacent lots and shall desire to construct a single dwelling on said adjoining lots as one building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between lots may be split between adjacent lot owners with the same effect.
7. No building shall be located nearer than 50 feet to the front lot line or nearer than 20 feet to the side and 40 feet to the rear lot line except for lot 16 in which the front and rear set back shall be 40 feet and the sides shall be 15 feet. Whenever possible, all homes shall be built 60 feet from the front lot line and centered on each lot. The main floor line at the front of each house must be raised a minimum of 16" above the finished ground line.
8. No noxious or offensive activity shall be carried on upon a lot, nor anything be done thereon which shall be or may become annoyance or nuisance to the neighborhood.

9. No junkyard may be established on the property and a junkyard is to be defined as an accumulation of one or more inoperative automotive vehicles, automobiles and/or trucks, nor shall there be any accumulation of scrap iron, junk or trash on the premises. In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.

10. No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other outbuildings) shall be used on any lot at any time as a residence whether temporarily or permanently. No building may be put on any of the described lots other than one dwelling house and any additions made to the dwelling house will be attached to and conformed to the general design of the existing dwelling. The developer may construct a building without restriction as to size or construction provided that such building is used as a sales office by the developer only for the purpose of selling lots or new houses in the subdivision, and this use to be continued only so long as said building is used for said purpose.

11. Whenever buildings are erected on any lot or parcel and constructed completely or in part of concrete, concrete blocks, or other masonry block units, such block shall be covered with brick, natural stone, stucco, or other exterior surface material approved by the architectural review committee, over the entire surface exposed above finished grade.

12. The front yard of each lot shall be landscaped in an appropriate manner. The owner or builder shall have a period of six months after completion of the dwelling to landscape and grass the front yard. Landscaping shall include, but not limited to grass, shrubs and flowering plants. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and slightly appearance. Trees with a diameter larger than 6 inches at breast high shall not be cut or removed from any lot except for building sites and other improvements without the prior written approval of the Architectural Review Committee which may impose reasonable conditions or restrictions for tree removal. Any trees approved for removal shall have its stump removed or ground down below ground surface as not to be visible. No trees shall be painted or white washed.

13. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or sign used by a builder or designer to advertise the property during the construction and sale period. One small security sign may be displayed on the lot for security purposes only.

14. No large animals, livestock, goats, swine or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.

15. No mobile homes or modular homes may be placed on any lot at any time except by the developer to be used as a sales office as provided under item 10.

16. No lots shall be used or maintained as a dumping ground for rubbish or trash, and garbage and other waste materials shall be kept except in sanitary conditions. No accumulation, storage or burning of any trash and no accumulation or storage of litter, lumber, scrap metal, building materials, new or used, shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvement located upon any lot, for periods deemed reasonable by the developer.

17. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except immediately prior to and after scheduled garbage pick up times.

18. No, individual on-site sewage disposal systems shall be permitted on any lot. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers,

and/or utility easements, or as may hereafter appear on any plat or record in which reference is made to the covenants.

19. All utilities must be underground. No overhead wires whether permanent or temporary will be allowed. All utility meters must be located on the side or rear of each home and not be within direct view from the street. No satellite dishes or similar equipment may be located in any front yard.

20. No fence of any kind shall be erected from the front lot line to the front line of the main building on any lot. All fences constructed on other areas of the lot must be approved by the architectural review committee prior to construction.

21. No boat, trailer, recreational vehicle, racing car or other vehicle of conveyance may be kept on a regular basis on or adjacent to any front yard, side yard, or driveway, visible from the street. It is the intention of this restriction to keep such vehicles in garages or behind solid fences or otherwise out of view from other lots in the subdivision. Only private passenger vehicles may park in driveways. All residential parking will be limited to driveways, carports or garages.

22. Clothes lines or similar outdoor drying apparatus shall not be located on any lot and are expressly prohibited.

23. Each owner of a lot in Heatherwood Estates subdivision, Phase II, shall be a member of the Heatherwood Estates Homeowners Association, together with the lot owners of Heatherwood Estates Phase I, (hereinafter known as the "Association") and shall receive one Certificate of Membership in the Association per each lot owned.

24. No changes in the elevations or drainage of the land other than changes to meet government regulations, shall be made on the property without prior written approval from the developer.

25. Should any property owner fail to properly maintain its property, ground and/or facilities, or in any manner allow its property to become detrimental to the aesthetic scheme of the subdivision, or violate these restrictions in any manner, then the Association, its agent, employees, and/or contractors shall have the right to enter upon the property in order to take such corrective actions as will alleviate the situation. In this Instance:

- A. Such an entry by the Association, its agent, employees, and/or contractors upon the property shall not be deemed to be a trespass.
- B. Prior to entry upon the property, the Association shall give written notice to the property owner by certified mail, that failure to the owner to remedy the property owner by certified mail, that failure to the owner to remedy deficiencies complained of within five (5) days or receipt of demand may result in the Association's entry upon the property to remedy the situations complained of.
- C. The Association shall assess the property owner for the full cost of such work performed for the owner's benefit. The Association shall have the right to continue taking such corrective actions from time to time until the property owner pays the assessment levied and arranged to accomplish the task of rectifying the situation. The cost of the corrective work shall be a lien upon the property as provided in clauses 27 and 28 of these covenants.

26. The owner of each lot in Heatherwood Estates Subdivision, Phase II, shall annually pay an assessment for the purpose of creating a fund to be known as the "Heatherwood Estates Subdivision Maintenance Fund". The amount of the annual charge is hereby fixed at \$50.00 per year, per lot. The assessment shall be due in January of each year. The amount of the assessment may be changed from time to time by the Association. The maintenance fund

may be used for any purpose in the sole discretion the Association which shall be for the benefit of the aforementioned lot owners, which purposes among others, may include but not be limited to the upkeep of the entrance ways, common areas, public right-of-ways, insect control and employment of watchmen. This assessment shall not apply to unsold lots.

27. Each lot owner whether or not it shall be so expressed in his deed is deemed to covenant and agrees to pay the Association annual assessments on a per lot basis as hereinafter provided. The annual assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lot and shall be continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable fees, shall also be the obligation of the owner of such lot at the time the assessments fall due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless it is expressly assumed, but the passing of title shall not affect the validity of the lien upon the lot.

28. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage on the property. Provided however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien created by assessments prior to such sale or transfer, and no such sale or transfer shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof. Upon obtaining title to the property the first mortgage holder and all subsequent Grantee's shall be bound by these covenants and assessments.

29. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date and time these covenants are filed for recording, after which said covenants shall be automatically extended for successive period of 10 years, unless an instrument signed by the majority of the then owners of lots has been filed for recording agreeing to change said covenants in whole or in part provided however, these covenants may be amended at any time with the written consent of at least 51% of the lot owners in Phase I and Phase II. For the purpose of amending or extending these covenants, owners of multiple lots shall be granted one vote per lot.

30. Enforcement shall be proceeding at law or in equity against any person violating or attempting to violate any covenants, either to restrain the violation thereof or to recover damaged therefor. The owner in violation shall pay all attorney fees and cost of court.

31. Invalidation of any one of these covenants by a Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.