

HOMOWNERS ASSOCIATION

A Homeowners Association will be mandatory to maintain the entrance created by the easements. It will be the responsibility of the Association to enforce this covenant. The Homeowners Association shall be composed of the record owners of the lots shown on the recorded plat, with each lot entitled to one vote. The Association shall elect a President and Secretary-Treasurer, by majority vote of a quorum present after proper notice.

Any three members shall constitute a quorum and the majority vote of a quorum present after ten (10) days written notice shall be required for the transaction of any business of the Association. Any lot owner may call a meeting by giving ten (10) days written notice to all lot owners by either certified or registered mail and said notice shall specify the purpose of the meeting and/or the order of the business to be presented.

No improvements or buildings shall be erected or placed or altered on any lot until and unless the building plans, specifications and plat plan showing the proposed type of construction, exterior design and location of such structure have been approved in writing as to conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Homeowners Association.

In order to prevent duplication of buildings or improvements to be constructed in this section, the Association is vested with full authority to approve or disapprove plans for the construction of any buildings or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the Association.

In the event said Association fails to approve or disapprove such plans within thirty days after said plans have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvements had been commenced before such erection or alteration is substantially completed, such prior written approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Association, nor to any lot owners or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall, or fence to be made in the subdivision.

Anything herein to the contrary notwithstanding, the Association is authorized by vote of any three members to approve or ratify the alteration and/or violations of the requirements herein set forth.

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