

*Deed of Declaration of Restrictions for
Heritage Farms (or Heritage Village)
Rural Restricted Equestrian Tracts*

SECTION A – PROPERTY SUBJECT TO DECLARATION OF RESTRICTIONS

This Deed of Declaration of Restrictions is being entered into this April 24th day of 2006 by Patriots Pointe Properties, LLC, Charles A. Corbett, President and Catherine C. Corbett, Vice President. Charles and Catherine Corbett are the owners, hereby known as the assigned developers, of the rural acreage to be known as “Heritage Farms.”

The restrictions recorded herein shall be recorded with each deed and shall carry forward to all future heirs, assigns and owners of any tract contained within Heritage Farms. The name of this development, and any roads herein, hereafter to remain the same. These restrictions are in conjunction with the agreement between the Bentwood Homeowners Association and Patriots Pointe Properties, LLC dated 10/29/05. Heritage Farms property owners will pay fees and assessments only to the developer or Heritage Farms Home Owners Association.

Heritage Farms is a development of large, rural equestrian tracts, designed to allow owners the opportunity to develop and enjoy a peaceful, rural equestrian-approved setting with enough restrictions to protect their investment for years to come. The tracts within this 300 +/- acre parcel will be situated and proportioned to enjoy the beauty of the rolling terrain and natural hardwoods located throughout. In general, the structures built on tracts within “Heritage Farms” must be of high quality construction using exterior materials that will blend well with the setting and reflect the proud reputation this state has earned in the equestrian community. The homes, yards, barns, pastures and easements must be maintained neat in appearance and activities within each homestead must not interfere with the serene nature of the development or disrupt the enjoyment of other homeowners in and around the area.

SECTION B – GENERAL PUPOSE OF RESTRICTIONS

The restrictions for property development, construction and use contained herein are intended to ensure a clean, quiet, and comfortable rural setting where the **homes and outbuildings compliment the natural surroundings** and each resident’s respect for property and privacy is both rendered and received. Compliance with these restrictions will promote stability of the development and help ensure an increase in the long term value of the home sites.

The following restrictions will be recorded as a part of each deed granted by the developers (hereafter referred to as Grantors) and shall be binding upon all first time and future buyers and owners of property in “Heritage Farms” (hereafter referred to as Grantee/s), including his, her or their heirs and assigns.

AFTER RECORDING RETURN TO
FIRST AMERICAN TITLE
530 FREDERICA STREET
OWENSBORO, KENTUCKY 42301

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SECTION C - LAND AND FUTURE DEVELOPMENT RESTRICTIONS:

1. One single family home, (with or without attached garage), one detached garage and/or tool shed and one barn per home site will be allowed. Additional barns and buildings may be allowed with developer / homeowners association approval provided that aesthetics of the development/tract are not negatively impacted. (Purchase of multiple tracts by one owner can be approved, but may not result in multiple future home sites, depending on the size and location of the tracts. The developer reserves the right to approve the number and placement of home sites located within Heritage Farms.)
2. No sub-dividing of any surveyed tracts will be allowed once sold by the developer.
3. No clear cut of any tract or platted parcel will be allowed. Removal of undamaged hardwoods from any one tract or parcel must be discussed with the developer prior to removal. Developer reserves the right to disallow requests for removal of an excessive number of hardwoods to protect the natural look and feel of the property, protect tracts from erosion and minimize the potential to over-develop the property. This restriction does not prohibit property owners from clearing a small number of trees to "open up the view" around a home or barn site.
4. No property owner shall develop or further improve their property in any manner that creates a problem for adjoining property owners, access road or common areas. The Grantor(s) reserve the right to notify property owners if such conditions arise and require a remedy for the situation.

SECTION D - LANDSCAPING, PROPERTY & LIVESTOCK MAINTENANCE

1. Each property owner shall be subject to an improvement and maintenance assessment (property owner's fee) to be paid by the property owners (Grantee(s)) to the developers (Grantors) or once initiated, the homeowner's association, in the amount of \$150 per annum, payable in January of each year, beginning the January following the year of purchase. After a homeowners association is formed, this assessment amount may be altered (increased or reduced) as needed to provide for maintenance of the infrastructure and common areas provided that the appointed voting board of the association agrees to do so.
2. Tract owners are required to maintain their land, home, buildings, fences, etc. in condition that reflects pride of ownership, including mowing and weeding during the regular growing season, removal of lawn refuse and overgrown brushes/weeds and removal of excessive leaf buildup in the fall/winter. In addition, there will be no build up of horse manure or refuse allowed on any tract within this equestrian development.

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3. If owners are not able to, or are not available to perform regular maintenance on their property, arrangements will be made with the Grantors to provide regular maintenance at reasonable and customary rates for the area. If owners do not perform regular lawn and building maintenance as required, the Grantors reserve the right to have it done and bill the tract owners for the service.
4. Property owners within Heritage Farms shall maintain the utility easements and rights-of-way adjoining their land, including routine mowing, trimming and removal of debris.
5. Property owners shall keep their tracts, buildings, fence lines and pastures neat in appearance and in a good state of repair with no obvious material defects or damages. Visible defects or damage will be repaired within 30 days. No tract shall be used for dumping of ANY kind.
6. Waste and extraneous materials or debris will not be allowed to accumulate. Horse-related waste shall not accumulate in confined paddocks and barn yards, but may be disposed of either through burial or natural decomposition on a property owners own land. Property owners within Heritage Farms shall not create a manure or pest or odor control problem for other property owners within Heritage Farms or any adjoining development (including the Bentwood waterfront community), due to their lack of adequately managing horse-related or farm waste. The determination of "what constitutes a problem" lies solely with the developer (Grantor) or future Home Owner's Association.
7. Commercial garbage collection or private, off-site disposal of household garbage will be required of all tract owners. Open burning of household garbage will not be allowed. Any rubbish, debris or waste considered by the Grantors to be too visible or offensive that is not removed after 30 days will result in the Grantors providing for the removal at the expense of the property owner. Interest on any unpaid reimbursement shall accrue as stipulated within these restrictions.
8. Outdoor lighting shall be limited to dusk-to-dawn lights, fixtures attached to homes, garages, barns and sheds and/or low voltage landscape lighting. Dusk to Dawn lights are allowed where needed to light areas around barns and homes. Every effort should be made to minimize excessive "light pollution" within the Heritage Farms Development to preclude adverse impact on adjoining tracts and developments.
9. Outdoor activities producing significant noise (i.e. leaf blowers, mowers, chain saws, etc.) should be limited to the hours between 8:00 am to 8:00 pm.

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SECTION E - UTILITIES/EASEMENTS & GOVT. RED LINES

1. To improve the aesthetics of the development, all secondary electric, cable, telephone, etc. service lines shall be run underground from the access road to the home site.
2. Natural gas storage tanks (LP tanks) must be buried or obscured from view using a fence, landscaping or structure that architecturally compliments the construction of the primary residence.
3. TV antennas, Satellite Dishes or other signal augmentation devices must be installed with minimal impact on the exterior appeal of the home. Tower-type antennas are to be installed in such a manner as to obscure them as much as possible from view.
4. The Grantor(s) have reserved a "right-of-way" along and within 25 feet from the center of the main access roads within Heritage Farms for the construction and perpetual maintenance of roads, water lines and utilities. This includes, but is not limited to the right to trim trees, dig up bushes or plantings, or remove any other objects that may interfere with the maintenance of these utilities, or hinder ingress or egress from or across said premises by employees of these utilities or the Grantors.
5. Property owners agree to perpetually allow a 2 ft easement along the exterior perimeter property line of any adjoining Heritage Farms track for Grantors to control weeds and drainage. No fences, buildings or structures may encroach upon this 2 ft. perimeter easement between adjoining tracts, however, property owners who wish to cooperate using one common fence line between adjoining tracts may do so, as long as the fence lies outside of this 2 foot easement on one of the properties. Where a tract adjoins a Bentwood Subdivision property, a 3 ft. setback for fencing shall be observed.
6. All waterfront tracts in the areas adjacent to Heritage Farms tracts are subject to U.S. Army Corps of Engineers (COE) rules, easements and fee lines ("Red Lines"). Property owners within Heritage Farms agree to abide by all rules or regulations of the shoreline management plan, including controlling conditions within their own property boundaries so as to prevent an impact on lakefront or lake view property in the adjoining developments. A copy of the COE Shoreline Management Plan (rules and regulations) can be obtained at the COE Office on Hwy. 79, Falls of Rough Road, across from the Rough River Dam State Resort Park.
7. Grantor(s) reserve the right to manage development of these rural tracts in accordance with the intent and the spirit of the approved US Army Corps. of Engineers Shoreline Management Plan. Keeping the area looking natural and under-developed is a key goal in the development of Heritage Farms.

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8. Common areas, riding trails, walking paths and easements within Heritage Farms shall be designated by the Grantors and recorded on applicable deeds. These areas are designated to allow access to any community areas and allow for the future development of riding trails and walking paths adjoining the tracts within Heritage Farms. These common areas and access trails/paths are reserved for the property owners in Heritage Farms ONLY. Property owners using these easements shall not create a disturbance and will ensure the area is left in as good or better condition than found, when using them.
9. Property owners in other developments constructed by the Grantors and adjoining Heritage Farms must receive written permission from the Grantors, or the Heritage Farms Home Owners Association, prior to using these common areas and access paths.

SECTION F - HOME, BUILDING & FENCING RESTRICTIONS

1. Construction of homes, unattached structures and fencing shall be accomplished by builders/contractors approved by the Grantor or the Heritage Farms Homeowners Association. This restriction will allow for the selection of builders that are willing and able to meet the restrictions set forth in this document. Grantors (or the Homeowners Association if applicable) will maintain a list of approved builders/contractors that are responsible for meeting these restrictions. Builders/contractors will be responsible for any damage done by the performance of their work, to trees, adjoining land, nearby structures, drives or fences (etc.) or to ingress/egress roads or access ways. Correction of damages shall be accomplished within 30 days, at the builders/contractors (service provider's) expense. Any damages left uncorrected after 30 days may be corrected by the Grantor or the functioning Homeowners Association and billed to the property owner that caused the damage. This restriction does not prohibit a home owner from participating in the construction/renovation of his property or constructing a small gardening or tool shed, to match the primary buildings.
2. Design plans, sketches, blueprints and/or renderings, including placement on the property, for buildings, fences and other improvements planned by Grantee(s), shall be approved in writing by the Grantors (or their designated agents) prior to commencement of any construction or improvement. Any residence, garage, barn, fencing, structure or other improvement(s) erected without this prior written approval may be required to be removed at the expense of the Grantee.
3. Homes must be setback a minimum of 75 feet from the centerline of the main access road for aesthetics and maintenance of utility easements.
4. Construction of the primary residence must be done prior to construction of any unattached garage, barn, fenced in pasture or storage shed. No horses will be pastured or stabled on Grantees property without Grantees living on the premises.

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5. Once construction of a building has begun, it must be completed within one year.
6. The construction of a basement for temporary living purposes (without a finished dwelling) is not permitted.
7. All homes or cabins must have a continuous foundation and be constructed of new or like-new materials.
8. The exterior construction of structures (including garages) shall be constructed to conform to the following:
 - a. Manufactured log, cedar, stone, brick, wood grain vinyl, wood or a low-maintenance material that appears like wood from a short distance (approximately 30 ft.)
 - b. Natural earth-tone hues that blend with the environment are recommended, however, developer may grant approval for use of "typical farm colors" on a case-by case basis.
 - c. Accents and trim must tastefully compliment the earth-tone hue of the primary exterior material. No rolled siding shall be used to finish the exterior of a residence, barn or any building on any tract within Heritage Farms.
 - d. Exterior siding and roofing for barns and small storage sheds may be done in metal with the prior approval of the Grantors, but these buildings will be required to be "decorated" with weather vanes and cupolas (or similar attributes) to improve the appearance of the structure.
 - e. Primary residence and detached garage foundations must be made of concrete block or poured concrete, exposed foundations of these structures or detached garages must be covered or treated – exposed sections of concrete blocks shall be rough-edged or architectural cut. (Barn foundations may use smooth block.)
9. Roofing materials for primary homes and detached garages shall be limited to cedar shingles or traditional asphalt/fiberglass dimensional or architectural shingles. (No metal roofing materials will be allowed except on horse barns and smaller sheds.)
10. Unattached structures (i.e. detached garages, horse barns, workshops, etc.) must be designed and constructed to look like the home they are associated with. **(No rainbow-colored metal sided garages, barns, workshops or outbuildings will be allowed.)**
 - a. Barns: Must be fully enclosed. Roofs must be finished in shingles or #1 grade painted metal. Siding must be painted wood or #1 painted metal. No galvanized or galvalume metal roofs or siding. Setbacks for barns are minimum of 75 ft. from the center line of any access road within Heritage Farms and 20 ft. from any property line. Siting of barns must be approved by the developer / homeowners association before construction.

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- b. Attached and detached garages and sheds: Fully enclosed (no run-in sheds) so that contents cannot be seen. Exterior finished materials must be finished the same as required for homes. Setbacks for detached garages / sheds are minimum of 75 ft. from the center line of any access road within Heritage Farms and 20 ft. from any property line. Siting of detached garages / sheds must be approved by the developer / homeowners association before construction.
- c. Fences: A minimum of 3-board or 3-strand fencing is required. Fence colors must compliment the home and farm sites. Fence colors approved for use include white or natural wood tones. Use of any other color will require written approval from the developer. Fencing materials approved for use include vinyl, wood or vinyl coated high tensile wire. Fences located on road frontages and the primary home site drive ways will be vinyl board or wood board only.

Vinyl high tensile wire is approved for use on side and rear lines only. The use of high tensile wire will require a minimum of three strands with posts placed a maximum of 10 feet apart. Corners must be adequately braced to prevent leaning. Gates must be made of manufactured vinyl or steel tube, in colors that compliment or match the primary color scheme of the property.

Electrified fencing made of wire, nylon strand, etc...shall not be used for primary fencing and is to be kept at a minimum.

- 11. Any selection of exterior building materials not clearly addressed in this item must be approved in writing by the Grantors prior to use. Grantors shall not be liable for any expenses incurred by Grantee(s) for removal of materials due to a violation of this item.
- 12. All primary residences on tracts within Heritage Farms shall have a minimum of 1500 square feet on the main floor of single story homes and 1200 sq. ft. on the main floor of multi-story homes, excluding porches, carports, and garages. No structure exceeding two stories (excluding basement) is allowed within the development. However, larger plantation-style homes may have a finished attic living space.
- 13. No buildings shall be erected nearer than 75 feet from the center of common roadways or nearer than 20 feet from any side property boundary, unless two tracts are combined for the purposes of one single family farm site. In this event, the property owner must obtain a written waiver from the Grantor or Home Owners Association to be in compliance with this restriction.
- 14. One single family dwelling and one attached garage and/or unattached garage is allowed per tract, which makes up the primary home site. Garages may have attached living quarters or a screen room as long as the foundation is continuous. One larger "horse barn" is allowed per home site. IF additional facilities are needed, they can be requested and will be subject to developer and/or home owner's association approval.

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15. All structures must be site-built (no modular or semi-permanent structures.) Grantee(s) purchasing more than one tract may not erect more than one home site per single family residence in order to preserve maximum opportunity for spacious home sites within the Heritage Farms area. IF multiple tracts are purchased, Grantor reserves the right to approve placement of additional future home sites.
16. Each driveway must have a culvert/drain tile installed at the entrance from the main access road to the home-site. All driveways shall be constructed of concrete, asphalt, blacktop, brick or compacted aggregate. All driveways shall be maintained erosion free. Tract owners shall, immediately following the completion of construction of their residence/structure, return or repair the damage to common areas or roadways to their original condition.
17. All septic and plumbing will comply with Breckinridge County Health Department regulations, as a minimum. Absolutely NO outside toilet facilities. Outdoor plumbing limited to exterior faucets. Residents may have a bathroom facility within a barn or non-residence building as long as it meets the remaining restrictions of this development.
18. Before any property is occupied, the owner shall have in operation, sanitary sewer and septic facilities inspected by the State of Kentucky and approved by the Breckinridge County Health Department, conforming to the requirements of the county health department.
19. All buildings will be constructed for weather tightness and closure allowing items stored in these buildings to be kept from public view. Open sided buildings (less than four enclosed walls) are not permitted.

SECTION G – MISC. & PROHIBITED ITEMS & CONDITIONS

1. No hunting, trapping, discharge of firearms or cleaning of any animals from such activities is allowed within Heritage Farms. Fishing and cleaning of fish from a personal catch is allowed. However, no outdoor fish houses will be permitted for the purposes of cleaning or storing fish or fish bait.
2. Use of four-stroke motorcycles, ATVs (four-wheeled with four-stroke engines) or motorized carts is allowed for ingress, egress, yard maintenance and personal use only. However, the operation of these or ANY motorized vehicles will not be allowed to become a safety hazard, menace or noise nuisance. No operation of any of these vehicles will be allowed for pleasure riding or stunts on access roads, vacant tracts or commonly owned lands within the Heritage Farms development. No excessively loud ATVs or dirt bikes allowed anywhere within this development, as solely determined by the developer or future Home Owners Association.

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3. Motorcycles or vehicles of any kind that have excessively loud mufflers (as determined solely by the developer or homeowners association) are prohibited from running within the development.
4. No private sign that exceeds 18" x 24" in size, of any nature, shall be erected upon any tract or parcel in the subdivision by anyone other than the Grantor. These signs shall be limited to showing owner name or address, unless otherwise approved by the Grantors.
5. None of the following shall be allowed at Heritage Farms, in any circumstance:
 - a. Mobile homes
 - b. Modular homes
 - c. Recreational Vehicles (RVs), campers, tents or other temporary living quarters (either prior to, during or after construction.) *RVs, campers or tents used by visiting family or friends may be allowed as long as duration does not exceed 14 days. Said vehicles shall be parked to the side or rear of the residence.
 - d. Non-permanent storage sheds or structures
 - e. Chain link fence of any kind, unless used as an enclosed dog kennel which is not in view from the main entrance to the property.
6. Ordinary household pets: No commercial kennels or stabling operation of any kind will be allowed (regardless of the size of the home site). No animals other than ordinary household pets allowed (dogs, cats, birds, etc.) on tracts of less than 5 acres. When outdoors, household pets must be accompanied by owners or retained on the owner's property by invisible fencing or extraordinary obedience training. No nuisance pets (i.e. incessant barking, feral cats, etc.) Outside dog houses, huts or igloos must be kept neat in appearance and should be hidden from view. No pets will be allowed to pose a public nuisance (raiding garbage, barking overnight, chasing bikes, cars or walkers, roaming alone or frightening residents, etc.)
7. For horses: A minimum 5-acre home site will be required to obtain approval for stabling of a single horse. Additional horses will require 2 additional acres per horse. There will be NO variation allowed to this restriction. A maximum of 5 horses allowed per home site. No commercial stable operation is allowed within Heritage Farms.
8. No other type of "farm or non-farm" livestock will be allowed in Heritage Farms. (i.e. no alpacas, llamas, sheep, chickens, hogs, cattle, etc.)

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9. No commercial activity shall be performed from a residence within this development and no tract within Heritage Farms shall be used for commercial purposes. Home offices or limited personal transactions which adhere to the following are excepted from this provision:
 - a. Does not cause the exterior of the property to be distinguished from any other within the development.
 - b. Under usual circumstances, does not cause more than one party to be at the property at any one time.
 - c. Is not advertised using signs, banners or posted notifications within the development or on the property.
 - d. The home office is part of the primary structure and is occupied full time by the homeowner.
10. Any activity that creates excessive noise, traffic, or results in a public nuisance at the determination of the Grantor, will be stopped by the Grantor or future HOA without liability to the HOA, other homeowners or the Grantors.
11. Vehicles, machinery, trailers, boats, trucks, etc. shall not be parked habitually or permanently along any community access road or passageways within any Patriots Pointe Properties, LLC development. No abandoned junk machinery, vehicles, boats, trailers or unused materials will be permitted at any time. In the event that any tract owner permits the foregoing to exist for longer than 30 days, the Grantors, or their successors, agents or heirs shall have the right to correct the same at the owner's expense and shall have a lien against said property until these expenses are recovered.

SECTION H – DEVELOPER/HOA RIGHTS & RESPONSIBILITIES

1. The (Grantor(s)) reserve the right to subject additional real property owned by them, within the development, to these covenants and restrictions, by appropriate reference within a future filing of this document. However, no properties other than that described within the covenants and restrictions, shall be deemed to be subject to applicable restrictions, either by implication, location or proximity to the development.
2. Property owners within Heritage Farms agree that any real estate agencies chosen to list and sell properties within the development must be members of the Multiple Listing Service and belong to a regional or local Real Estate Board (i.e. Owensboro and Greater Louisville Board of Realtors.) Homeowners may also choose to represent their own properties and offer them "For Sale by Owner." Placement of signs advertising homes for sale within the development will be kept to one sign per property, placed at or near the top of the driveway for vacant tracts and attached to the mail box for residential listings. These signs are to be removed within one week of the sale of the property or cancellation of the listing agreement. Due to controlled access restrictions, pointer signs placed at the entrance to the development or along the access road will be minimized. Signs placed which violate these restriction will be returned by the property owner or the developer, to the applicable agency.

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3. In the event that any local or state government body assumes responsibility for the maintenance of the road within "Heritage Farms" subdivision, the \$150 annual assessment noted above may be reduced, or the home owners can agree to continue with the assessment, using the funds to improve the common areas and the subdivision. All property owners shall grant the responsible government body that assumes responsibility for the road, a twenty-five foot (25') easement from the center of the road.
4. The developer reserves the right to construct on and maintain any tracts which are still owned by the developer, and to post signage on any tracts necessary to further the development, so long as developer owns any tracts herein.
5. The developers also retain the right to alter any surveyed property lines on unsold tracts or undeveloped tracts to improve the overall look and appeal of the development. Any alteration shall not affect the boundaries of previously sold property within the development without the request or concurrence of the property owner(s).
6. All owners of tracts within Heritage Farms subdivision are subject to the terms of this declaration of restrictions, and by the acceptance and conveyance of a deed for ownership of property within this development, agree to accept and fully abide by these terms, accept membership in any future property owners association (if any is formed) and to abide by format law and by-laws, and to pay the assessments and/or fees named above and provided for when levied.
7. Patriots Pointe Properties, LLC as the developers and Grantors of this property, shall have no liability, now or in the future, for any accident, injury or death that results from the traverse, purchase and/or use of this property or the common areas. Trespassers, visitors, or residents who violate these restrictions shall be responsible for all costs associated with recovery from the violation and the Grantors shall not be held liable for actions taken to enforce these restrictions.
8. After all tracts are sold in Heritage Farms subdivision, and at time when the Grantors feel the homeowners can function effectively as a group, with written permission from the Grantors, their successors, heirs or agents, the property owners may form a property owners association and assume responsibility for the enforcement of these restrictions. From that point forward, the Association will also assume the responsibility for the maintenance of roads, common areas and structures, and will arrange for continuation of said maintenance in such a manner as to preserve or improve upon the standard of care provided by the Grantors. At this time The Association may also, with the written approval of the Grantors, their successors, heirs or agents, take over the authority to revise these restrictions, including the responsibility for recording the new restrictions at the Breckinridge County Courthouse. At this time the developer can choose to be relieved of any and all responsibilities for property maintenance and improvement.

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9. IF at any time the Homeowners Association does not maintain the standard of maintenance previously provided by the Grantors, and with the approval of a simple majority of the property owners, the Grantors retain the right to regain control of the development until such time as the Homeowners can provide the required standard of care.
10. Any charges incurred for: required lawn/property maintenance not performed by the property owner, damage caused by home owners or their contractors, remedy for violation of these restrictions, fines levied for violation of restrictions, etc. which remain unpaid greater than 30 days may result in a lien being filed against the property and interest accrual at a rate of 1.5% per month on the unpaid balance. The Grantor(s) and future Home Owners Association, reserve the right to pursue escalation of collection activity up to and including civil action and/or the forced sale of the property, to recover expenses due from property owners.
11. Grantor(s) or the Home Owners Association may levy fines of \$100 per occurrence, in addition to the costs of any applied remedy, for property owners who violate or fail to comply with these restrictions. Multiple or repeat offenses by a homeowner may be addressed by escalation of these fines with pursuant liens against the property owned to preclude violators from becoming a source of conflict within the development. These fines will be used to remedy or repair violations or will be deposited to the HOA fund to further improvements in the development.

SECTION I – AMENDMENT AND ADDITION TO COVENANTS & RESTRICTIONS

1. The developers (Grantors) reserve the right to amend or modify any of these restrictions without prior notice to, or permission from any individual tract owner, so long as the resulting change cannot be shown to have negatively impacted the value or marketability of any Grantee(s) investment. This right would be used only to enhance or improve the property within Heritage Farms. A courtesy notification of any changes will be provided to the Bentwood Home Owners Association.
2. The invalidation of any one or more of these covenants and restrictions, or any part thereof, by judgment and or order of any court, shall not affect the validity of the remaining covenants and restrictions, which shall remain in full force and effect herein, as provided.
3. When a homeowners association is formed, a governing board not to exceed 7 members will be appointed by the developer or selected by a voting process of the property owners. The developer/grantor shall be one member of the board in perpetuity until relinquished in writing by the grantor/developer. This governing board shall make all decisions for the homeowners association with a simple majority vote of the board members. The governing board of the homeowners association will assume all responsibilities of the developer/ grantor upon legal formation.