This instrument prepared by: Holt Woods Homeowner's Association, Inc.

# Amendments to the Declaration of Covenants, Conditions, and Restrictions for Holt Woods Residential Planned Unit Development

# **Amendment 1**

# Replaces Article III - Membership and Voting Rights - Section 2

All members shall be entitled to one vote each. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## Amendment 2

# Replaces Article VI - Additional Restrictions - Section 1

No lots shall be used except for residential purposes. No part of the Property shall ever be used, caused to be used, allowed, or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes, or for any commercial use of a residential manner (e.g., as a boarding house, day-care facility, half-way house, etc.). Notwithstanding the above, an Owner may be permitted to use a portion of his or her Living Unit as a "home office" provided such use is not visible from outside the Living Unit, has no impact on traffic, parking, or noise levels, and does not interfere with any other Owners or Occupants use of his or her property. The Board of Directors of the Association shall have the sole authority to determine whether any such use is in violation of this "home office" exception.

## Amendment 3

## Replaces Article VI - Additional Restrictions - Section 5

It is the responsibility of the Owner to control minor erosion and maintain the seeding, mowing and watering of all lawn and shrubbery, the cutting and pruning of all trees and shrubbery, and

the lot and the structure thereon in good order and repair. Diseased or dead plants or trees must be removed or replaced within a reasonable time. This includes, but is not limited to the above lawn maintenance, being free of rubbish, painting of the structure, and keeping the siding on homes free from mold and mildew, all in a manner and with such frequency as is consistent with good property management. Shrubbery and trees on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. Shrubbery and trees shall be trimmed back from the sidewalk areas, and all lawn and other debris removed from the sidewalk in a prompt manner to avoid obstruction. Should excessive growth occur, or if the Lot and structure thereon be considered in disrepair, the Owner shall be notified of such condition and shall be given thirty (30) days to correct the same, after which time the Homeowners' Association has the right to perform these services and place a lien on the property to insure payment.

# **Amendment 4**

(New) Article VI - Additional Restrictions - Section 10

No structure of a temporary character, trailer, mobile home, tent, shack, barn, or outbuilding shall be erected, maintained, or installed on any Lot at any time except as may be approved by the Board of Directors of the Association. In no event shall any such approved non-living unit structure be used as a residence, either temporarily or permanently.

## Amendment 5

(New) Article VI - Additional Restrictions - Section 11

No structure, planting or other material 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. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.