
**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERITAGE HILL**

Prepared by Steven H. Bouldin

Return to Keziah Gates LLP (High Point)

THIS AMENDMENT, dated September 13 2012, by **HERITAGE HILL HOMEOWNERS ASSOCIATION, INC.** (the "Association").

Background Statement

The Association is a homeowners association formed to manage certain affairs of Heritage Hill subdivision as further described in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry (the "Declaration"). The Owners of at least eighty percent (80%) of the Lots have approved certain amendments to the Declaration which are stated below. The written approvals are attached to this Amendment as an exhibit.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Leases of Lots.** Article II, Section 6 is revised to read:

SECTION 6. LEASES OF LOTS. Any Lease Agreement between an Owner and a lessee of the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be in default under the terms of the lease. All leases of Lots shall be in writing and shall have a term of not less than one (1) month, except that leases during the semi-annual home furnishings market may be less than one (1) month in duration. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

2. **Land Use.** Article VII, Section 1 is revised to read:

SECTION 1. LAND USE. No Lot shall be used except for single-family residential

purposes. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed 2 ½ stories in height, and an optional attached private garage for not more than two (2) cars. Any garage constructed on a Lot must remain a garage and must not be converted to living space.

3. **Motor Vehicles.** In order to correct a typographical error, Article VII, Section 4 is revised to read:

SECTION 4. MOTOR VEHICLES. No boat, marine craft, hovercraft, aircraft, trailer, camper, truck greater than one ton in size or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked within the right of way of any public or private street adjacent to any Lot or on any Lot, except that any of the above may be parked completely inside a garage. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the parking area. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition and have current license plates and inspection stickers. No inoperative motor vehicle may be parked or stored on any Lot or any public or private street or other area within the Properties for a period in excess of 48 hours.

4. **Certification and Effectiveness.** The undersigned officers certify that this Amendment has been approved by the requisite number of Owners as required by the Declaration. This Amendment shall be effective upon recording in the Register of Deeds for Guilford County.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first written above.

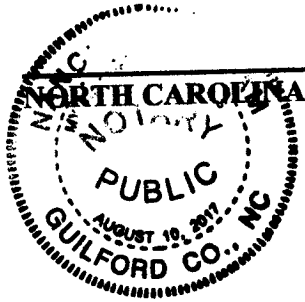
HERITAGE HILL HOMEOWNERS ASSOCIATION, INC.

By: _____

President

Attest: _____

Secretary



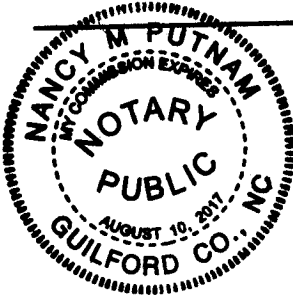
GUILFORD COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: FREDERICK SCHMIDT; HARRY KETCHERICK

(Official Seal)

Date: 9-18-12

Nancy M Putnam
Print Name: Nancy M Putnam
My Commission Expires: Aug 10 2017



AMENDED AND RESTATED BYLAWS
OF
HERITAGE HILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Heritage Hill Homeowners Association, Inc. hereinafter referred to as the "Association." The initial principal office of the association shall be located in Greensboro, Guilford County, North Carolina, but meetings of Members and the meetings of the Executive Board may be held at such places within the State of North Carolina, County of Guilford, as may be designated by the Executive Board.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Heritage Hill Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Elements" or "Common Area" shall mean all real property owned (whether in fee or by way of license or easement) or leased by the Association, as more fully described in the Declaration.

Section 3. "Declarant" shall mean and refer to Greenwood and Charles Incorporated, a North Carolina general partnership, its successors and assigns, pursuant to an express assignment or conveyance of any special declarant rights hereunder to such successor or assign, all of which rights, including Declarant's voting, architectural review, easement and development rights, shall be assignable and may be apportioned on a lot-by-lot basis.

Section 4. "Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Guilford County, North Carolina. Except as otherwise herein defined, the capitalized terms used herein shall have the meaning set forth in the Declaration.

Section 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any now or subsequently recorded subdivision map of the Properties intended for residential purposes and shall include any improvements constructed thereon and "Lots" shall refer to all such lots collectively.

Section 6. "Member" shall mean and refer to those persons or entities entitled to Membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

Section 7. "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 Properties, but excluding those having such interest as security for the performance of an obligation.

Section 8. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Heritage Hill, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. All Owners and Declarant shall be Members of the Association. The voting rights of the Members shall be as provided by the Declaration. 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 among themselves determine. If only one of the multiple Owners of a Lot is present at a meeting of the Association, the Owner who is present is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners, and absent such majority agreement, the vote shall not be cast or considered. Majority agreement is conclusively presumed if any one of the multiple owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The vote allocated to any Lot shall not be split for voting purposes.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration. Any Owner may delegate his right of enjoyment to the Common Elements and facilities to the members of his family, to his tenants, or to contract purchasers who reside on the Property.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter at such time and place as the Executive Board may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Executive Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Membership of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice

shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V

EXECUTIVE BOARD; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an Executive Board the members of which must be Members (or Members' spouses) of the Association. In the case of an Owner which is a business entity, a principal officer of such entity (such as president, vice president, manager or partner) may serve as a member of the Executive Board. In the case of an Owner which is a trust, the trustee or an income beneficiary may serve as a member of the Executive Board. The first Executive Board of the Association and all succeeding Executive Boards during the period Declarant retains the right to appoint all of the Executive Board of the Association as set forth in the Declaration shall consist of three (3) persons. Thereafter, each succeeding Executive Board shall consist of no less than three (3) and no more than five (5) persons, as determined by the Executive Board.

Section 2. Term of Office. At the first annual meeting at which the Members are entitled to elect all of the members of the Executive Board, at least two-thirds of the members of the Executive Board shall be elected for a term of two (2) years and the remaining members of the Executive Board shall be elected for a term of one (1) year; and at each annual meeting thereafter the Executive Board members shall be elected for a term of two (2) years.

Section 3. Removal; Filling Vacancies. Any Executive Board member elected by the Members of the Association may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Vacancies in the Executive Board must be filled within forty-five (45) days by the Executive Board and the term of such person shall continue until the next Annual Meeting of the Association or until a Special Meeting of the Members of the Association called for such purpose by the remaining Executive Board members.

Section 4. Compensation. No Executive Board member shall receive compensation for any service he may render to the Association. However, any Executive Board member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Executive Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Executive Board members. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board members.

ARTICLE VI

NOMINATION AND ELECTION OF EXECUTIVE BOARD MEMBERS

Section 1. Nomination. The Nominating Committee shall be appointed by the Executive Board prior to each annual meeting to serve until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may also be made from the floor at the annual meeting by Members only.

Section 2. Election. Election to the Executive Board shall be by secret written ballot. At such election the Members of the Association or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF EXECUTIVE BOARD MEMBERS

Section 1. Regular Meetings. Regular meetings of the Executive Board shall be held quarterly or at such time and place and with such notice as shall be determined by resolution of a majority of the Executive Board members.

Section 2. Special Meetings. Special meetings of the Executive Board shall be held when called by the president of the Association, or by any two Executive Board members, after not less than three (3) days notice to each Executive Board member.

Section 3. Quorum. A majority of the number of Executive Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. Powers. In addition to the powers enumerated in the Declaration and the Association's Articles of Incorporation, the Executive Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, and their guests thereon, and to establish penalties for the infraction thereof.

(b) suspend the voting rights and right to the use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(d) declare the office of a member of the Executive Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Board.

(e) contract for the benefit of the Properties and to delegate to such contractors all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Executive Board or Membership of the Association. The undertakings and contracts authorized by the initial Executive Board (including contracts for the management of Heritage Hill) shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by any Executive Board duly elected by the Membership after the recording of this Declaration, so long as such undertakings and contracts are within the scope of the powers and duties which may be exercised by the Executive Board of the Association in accordance with the Declaration, the Articles of Incorporation and these Bylaws; and provided further that, any undertaking or contract entered into by the Association at a time before the Declarant has transferred control of the Association to Lot Owners shall contain a provision reserving the right of the Association to terminate such undertaking or contract upon not more than ninety (90) days written notice to the other party(ies) thereto.

(f) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Executive Board to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or any special meeting when such statement is requested in writing by the Members entitled to cast at least one-fourth (1/4) of the votes of the Membership of the Association.

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (provided, however, that failure of any Owner to receive such notice shall in no way affect the obligation of such Owner to pay annual assessments); and

(3) in the discretion of the Executive Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain insurance covering the Association, its Executive Board members, officers, agents and employees and procure and maintain adequate hazard insurance on the real and personal property owned by the Association as follows:

(1) A policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement cost" excluding land, foundations, excavations, streets and parking facilities) of the Common Elements owned by the Association (including all building service and related equipment) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement. Such insurance policy must protect against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief and windstorm. If coverage is available, the policy may include coverage for water damage.

(2) A comprehensive policy of public liability insurance insuring the Association in an amount not less than One Million Dollars (\$ 1,000,000.00) for claims for personal injury and/or Property damage arising out of a single occurrence, such coverage to include protection against liability for non-owned and hired automobiles and liability for property of others, and, if available, may include coverage for water damage.

(3) If the Association elects to manage its own affairs and directly receive and disburse its own funds (or, if in addition to professional management, the officers or Executive Board members of the Association can and do directly receive or disburse the monies of the Association), the Executive Board shall maintain fidelity coverage against dishonest acts by the Association's officers, Executive Board members, trustees and employees, and all others who are responsible for handling funds of the Association. If the Association employs a professional property management Person or firm to manage the Association and to receive and disburse

the monies of the Association, then such professional management person or firm shall have adequate fidelity coverage against dishonest acts and the existence of such coverage shall satisfy the requirement of this paragraph.

Any such fidelity bonds shall name the Association as an obligee; shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association, including reserves; shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and to any Institutional Lender who has given the notice required under Article IX of the Declaration.

(4) If any of the insurance described above is not reasonably available, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Owners.

(5) Insurance policies carried pursuant to this subsection shall provide that (a) each Owner is an insured person under the policy to the extent of the Owner's insurable interest; (b) the insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household; (c) no act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and (d) if, at the time of a loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) cause the Common Elements to be maintained in accordance with the provisions of the Declaration.

(h) maintain any dedicated streets within the Properties which are not accepted for dedication by an appropriate governmental authority.

(i) maintain such properties and perform such services as set out in the Declaration.

(j) if and when appropriate pursuant to Article VI of the Declaration, cause the exterior of the Lots and the dwellings located thereon to be maintained.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and one vice-president, who shall at all times be members of the Executive Board, a secretary, secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create, including additional vice-presidents who need not be members of the Executive Board.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

Section 3. Term; Compensation. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. No officer shall receive compensation for services rendered in such capacity to the Association; provided, however, that an officer may be reimbursed for actual expenses incurred in the performance of such duties.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Executive Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of

the Board and of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an independent certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Executive Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Executive Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any Institutional Lender, as that term is defined in the Declaration. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. The Association may charge a reasonable late fee, the amount of which shall be established from time to time by the Executive Board of the Association, for assessments not paid within thirty (30) days after the due date. In addition, if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate from time to time established by the Executive Board of the Association, said rate not to exceed eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the

assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Heritage Hill Homeowners Association, Inc., North Carolina.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, at which a quorum is present, by a vote of (i) two-thirds of the votes cast, or (ii) a majority of the votes entitled to be cast on the amendment, whichever is less. No amendment purporting to revoke or curtail any right herein conferred to Declarant shall be effective unless executed by Declarant and no amendment relating to the maintenance or ownership of any permanent detention or retention pond shall be effective unless reviewed and approved by the governmental office having jurisdiction for watershed protection.

Section 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Articles and the Declaration, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

INDEMNIFICATION

Every person who is or shall be or shall have been a member of the Executive Board or officer of the Association and his or her personal representative shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed on him or her in connection with or resulting from any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a member of the Executive Board or officer of the Association or any subsidiary or affiliate thereof, except in relation to such matters as to which he or she shall finally be adjudicated in such action, suit or proceeding to have acted in bad faith or

to have been liable by reason of willful misconduct in the performance of his or her duty as such member of the Executive Board or officer. For purposes of this provision, "costs and expenses" shall include, without limiting the generality thereof, attorneys' fees, damages and reasonable amounts paid in settlement. Nothing contained in these Bylaws shall be deemed to eliminate or reduce the protection from personal liability granted to members of the Executive Board by the North Carolina Nonprofit Corporation Act and by the Bylaws of the Association.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Heritage Hill Homeowners Association, Inc., a North Carolina corporation, and

THAT the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted at a meeting of the Association, held on the 13th day of Sept., 2012.

Heritage Hill Homeowners Association, Inc.

Henry Ketchum Secretary

HERITAGE HILL HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

PET OWNERSHIP RULES:

No animals, livestock or poultry of any kind shall be raised or kept on any Lot, within any residence located on a Lot or on any portion of the Common Elements, except that the Owner(s) or occupant(s) of any Lot may keep dogs, cats and other household pets within the residence located on such Lot provided that any such animals are not kept for commercial purposes and further provided that they are kept subject to the following rules and regulations:

- (i) No more than three (3) household pets may be kept or maintained within any residence;
- (ii) No household pet shall be permitted on any portion of the Common Elements unless properly restrained;
- (iii) No household pet shall be left unattended on any portion of the Common Elements;
- (iv) No household pet shall be restrained or left unattended on any deck or patio;
- (v) All household pets shall be kept and maintained in compliance with all applicable laws and ordinances relating thereto;
- (vi) Pet feces must be collected by the pet owner or other person responsible for the pet at that time; and
- (vii) No pet shall be permitted or allowed to remain within any residence if it constitutes a nuisance due to loud and persistent noise levels.

PARKING RULES:

The term "vehicles" as used in this section shall include without limitation automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. No vehicle may be left upon any portion of the Property except upon a driveway, a designated parking space or within a garage. With the exception of emergency vehicles repairs or commercial vehicles which are temporarily parked for the purpose of servicing a Lot or the property, no person shall park any commercial vehicles (as defined by the Board of Directors), recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles or unlicensed or inoperable vehicles within the Property except within a garage. All owner and occupant vehicles must be kept and stored when not in use within the Lot's garage space or driveway. No conversion of garage space to living space shall be permitted.

Signature
Summary



Pg.#	# Proxy	# Owners
1	0	11
2	7	5
3	6	6
4	0	5
5	0	4
6	0	2
Totals	<u>13</u>	<u>33</u>

$13 + 33 = 46$
Total
Homes
Represented

09ACC

WOMEN'S BASKETBALL TOURNAMENT
MARCH 5-8, GREENSBORO, NC
THEACC.COM

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Lois Wheatley 132 Heritage Hill
Signature of Owner

Street Address of Owner

Polly & Earl Simpson
Signature of Owner

135 Heritage Hill Dr.
Street Address of Owner

Jack E. Thomas
Signature of Owner

122 HERITAGE HILL DR.
Street Address of Owner

Evelyn Williams
Signature of Owner

200 Heritage Hill Dr.
Street Address of Owner

→ 139 Heritage Hill Dr
Signature of Owner

→ [Signature]
Street Address of Owner

→ 115 Heritage Hill Drive
Signature of Owner

→ [Signature]
Street Address of Owner

Durwood Kent Neil
Signature of Owner

203 HERITAGE HILL DRIVE
Street Address of Owner

[Signature]
Signature of Owner

209 HERITAGE HILL DR
Street Address of Owner

[Signature]
Signature of Owner

124 HERITAGE HILL DR.
Street Address of Owner

[Signature]
Signature of Owner

216 Heritage Hill Dr.
Street Address of Owner

[Signature]
Signature of Owner

Street Address of Owner

Ruth A Zeemer
Signature of Owner

112 Heritage Hill Dr
Street Address of Owner

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Ruth A Zeamer proxy
Signature of Owner

Gary Chapman
Signature of Owner

117 Heritage Hill Dr
Street Address of Owner

201 Heritage Hill Dr
Street Address of Owner

Brenda L Brady
Signature of Owner

Lisa Hill, Proxy Trust
Signature of Owner

110 Heritage Hill Dr
Street Address of Owner

119 Heritage Hill Dr
Street Address of Owner

Brenda L Brady, Proxy
Signature of Owner

Evelyn Williams, Proxy
Signature of Owner

111 Heritage Hill Dr
Street Address of Owner

136 Heritage Hill Dr.
Street Address of Owner

Tammara J. Hugh
Signature of Owner

Nancy Keefe, Proxy
Signature of Owner

137 HERITAGE HILL DR.
Street Address of Owner

6 Heritage Hill Court
Street Address of Owner

Margaret Irwin
Signature of Owner

Lisa Wheatly, Proxy
Signature of Owner

219 Heritage Hill Dr.
Street Address of Owner

205 Heritage Hill
Street Address of Owner

Brenda H McFarland
Signature of Owner

Lisa Wheatly, proxy
Signature of Owner

210 Heritage Hill Dr.
Street Address of Owner

207 Heritage Hill
Street Address of Owner

CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Lois Wheatley, proxy
Signature of Owner

204 Heritage Hill
Street Address of Owner

Josh E. Luman, Proxy
Signature of Owner

3 Heritage Hill Court
Street Address of Owner

Margo Schmidt
Signature of Owner

138 Heritage Hill Drive
Street Address of Owner

Sharon A. Jeffers
Signature of Owner

212 Heritage Hill Drive
Street Address of Owner

M. Schmidt, Proxy
Signature of Owner

107 Heritage Hill Dr.
Street Address of Owner

M. Schmidt, Proxy
Signature of Owner

114 Heritage Hill Dr.
Street Address of Owner

M. Schmidt, Proxy
Signature of Owner

133 Heritage Hill Dr.
Street Address of Owner

M. Schmidt, Proxy
Signature of Owner

217 Heritage Hill Dr.
Street Address of Owner

Timothy Bryson
Signature of Owner

101 HERITAGE HILL DR.
Street Address of Owner

Jean P. Glen
Signature of Owner

4 Heritage Hill Ct.
Street Address of Owner

[Signature]
Signature of Owner

103 Heritage Hill Dr.
Street Address of Owner

Michael M. Kenzie
Signature of Owner

105 Heritage Hill Drive
Street Address of Owner

Pg. 4 of 6
P = 0
O = 5

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Jeanette P Brewer
Signature of Owner

128 Heritage Hill Dr
Street Address of Owner

Blandy W. Brinlett, Sr.
Signature of Owner

126 Heritage Hill Dr.
Street Address of Owner

Quanita L. Callahan
Signature of Owner

130 Heritage Hill Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Andrea W. Ehlau
Signature of Owner

202 Heritage Hill Dr.
Street Address of Owner

Bick Vaughan
Signature of Owner

206 HERITAGE HILL DR.
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Street Address of Owner

P = 0
O = 4

Pg. 5 of 6

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Mamie S. Seager
Signature of Owner

Signature of Owner

215 Heritage Hill Drive
Street Address of Owner

Street Address of Owner

Kay Cross
Signature of Owner

Signature of Owner

211 Heritage Hill Dr.
Street Address of Owner

Street Address of Owner

208 Heritage Hill Dr.
Signature of Owner

Signature of Owner

Jean Kestyl
Street Address of Owner

Street Address of Owner

Janice M. Williams
Signature of Owner

Signature of Owner

213 Heritage Hill Dr.
Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

P = 0
0 = 2

Pg. 6 of 6

**CONSENT OF OWNERS TO AMENDMENT
OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned Owners of a Lot at Heritage Hill Homeowners Association, Inc., hereby agree to the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 6333, Page 2257, Guilford County Registry.

Sara Kennedy
Signature of Owner

113 Heritage Hill Dr.
Street Address of Owner

Signature of Owner

Street Address of Owner

Peter Smith
Signature of Owner / Heritage Hill Court
1491 Kenmare Ct. H.P. 27260
Street Address of Owner

Signature of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner

Signature of Owner

Signature of Owner

Street Address of Owner

Street Address of Owner