

Homeowners Association Declaration of Covenants

This Declaration of Covenants ("Declaration") is made on this _____ day of _____, 20____ by and between the Homeowners Association ("Association") and all present and future owners ("Owners") of property within _____ Subdivision ("Subdivision").

1. Purpose

The purpose of this Declaration is to provide a framework for governance, maintenance, and the preservation of property values within the Subdivision.

2. Definitions

- **Association:** The Homeowners Association formed for management and regulation of the Subdivision.
- **Lot:** Any plot of land within the Subdivision, whether improved or unimproved.
- **Owner:** The legal title holder of any Lot.
- **Common Area:** All land, amenities, and improvements owned or maintained by the Association for the common use and benefit of Owners.

3. General Covenants

- Each Lot shall be used for single-family residential purposes only.
- No structures or improvements shall be erected, placed, or altered until approved by the Association's™ Architectural Review Committee.
- No nuisance, noxious, or offensive activity shall be permitted on any Lot.
- All Owners shall maintain their Lots in good, clean, and attractive condition.
- Each Owner shall be a member of the Association and subject to its rules and assessments.

4. Maintenance and Assessments

- The Association shall maintain the Common Area and may levy assessments for such maintenance.
- Owners are responsible for payment of annual and special assessments levied by the Association.
- Nonpayment of assessments may result in a lien against the Lot.

5. Architectural Control

- No exterior additions, changes, or alterations may be made without prior written approval from the Architectural Review Committee.
- The Committee has the authority to approve or deny plans to maintain design consistency in the Subdivision.

6. Amendments

This Declaration may be amended with the approval of at least two-thirds ("...") of the voting membership of the Association.

7. Enforcement

This Declaration may be enforced by the Association, any Owner, or any other party having an interest in a Lot. Failure to enforce any provision shall not constitute a waiver of the right to enforce such provision thereafter.

8. Severability

If any provision of this Declaration is found to be invalid, the remaining provisions shall continue in full force and effect.

President, Homeowners Association

Secretary, Homeowners Association

Date