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Anne M. Rowan

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

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BRAY & JOHNSON
ATTORNEYS AT LAW
P. O. BOX 1070
CANTON, GA 30114

HMB

THIS DECLARATION, made on the date hereinafter set forth by BOBO, BOBO,

LORD, & FITTS, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of all that tract or parcel of land lying and being in Land Lots 31, 32, 41, 42 and 104 of the 15th District, 2nd Section of Cherokee County, Georgia, known as Bridgewater Subdivision, as shown on a final plat for Bridgewater Subdivision, as surveyed by Martin & Norton, land surveyors, which plat is recorded at Plat Book 59, Page 143, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bridgewater Subdivision, its successors and assigns.

Section 2. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

**"THAT AREA SHOWN ON THE PLAT OF THE BRIDGEWATER
SUBDIVISION DESIGNATED AS COMMON AREA OR RECREATIONAL AREA".**

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Bobo, Bolo, Lord, & Fitts, Inc., its successors and assigns, upon specific assignment of Declarant's right and privileges provided

by this Declaration, and if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities and Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 180 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 2002.

Section 3. Books and Records of the Board:

The Board may set reasonable times for any review of the books and records of the

Association. Such review shall be at the times as designated by the Board and shall be during normal business hours.

ARTICLE IV

MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and,
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents

in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWENTY (\$20.00) DOLLARS per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than zero percent (0%) above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by twenty (20%) percent by a vote to two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3(b) & 4.

Written notice of any meeting called for the purpose of taking any action authorized under sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the

due date at the rate of twelve (12%) percent per annum; or such rate as fixed by the Board, from time to time. 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 any appropriate proceeding at law or in equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The "Architectural Committee" shall be composed of the Declarant or three or more representatives appointed by the Declarant until such time as Declarant has sold its last lot in the Subdivision, at which time the Architectural Committee shall be composed of three or more representatives appointed by the Board of Directors and except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue

any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. "Structure" shall mean: Any thing or devise (other than trees or shrubbery less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may effect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, barn,

greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, flag pole, or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any other temporary or permanent improvement to such Lot.

"Structure" shall also mean:

(i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot; and,

(ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new structure be commenced on any Lot, unless plans and specifications (including a description of any proposed new structure) thereof shall have been submitted to and approved, in writing, by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include:

(i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Lot);

(ii) a clearing plan for the particular Lot, and such other information required by the Architectural Committee;

- (iii) a drainage plan;
- (iv) plan for landscaping; and,
- (v) plans and elevations of proposed structures.

Section 3. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed Structure;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would

render the proposed Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not began within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 4. Retaining Copy of Plans. Upon approval by the Architectural Committee, the plans will be retained by the Committee as part of its records.

Section 5. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and any issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural

Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that: (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions; and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied within regard to all Structures on and uses of the Lot in question. Any plan submitted must be approved or disapproved by said Committee, within thirty (30) days of receipt of the same.

Section 6. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof, shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If property Owner, fifteen (15) days after the notice of such a violation exists, shall not have taken reasonable steps toward the removal or termination of the same, the Architectural Committee or Declarant shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a Court of record in Cherokee County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 7. Inspection and Testing Rights. Any agent of Declarant or the Architectural Committee may, at any reasonable time or times, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither the Declarant nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 8. Waiver of Liability. Neither the Committee, or any Architect nor agent thereof, nor Declarant, nor any agent or employee of any of the foregoing, shall be responsible in any way, for failure of Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such

plans and specification and all person submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 9. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for review within sixty (60) days after said plans and specification have been submitted to said Committee, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Assessory structures as allowed in the Subdivision, may be pre-constructed structures, but shall not be located on any Lot without receiving permission of the Architectural Committee.

Section 1. No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise; however, Declarant may redivide a Lot as it deems appropriate and necessary. Any Lots subdivided and added to any adjoining Lot should not be subject to a separate Home Owners' dues, upon consolidation with the adjoining Lot;

Section 3. No pre-manufactured housing is acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing

structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Preassembled play structures, storage sheds and tree houses may be allowed, but must be approved by the Architectural Committee prior to construction and/or erection.

Section 4. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without prior "location consent" of the Architectural Committee. The Architectural Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment upon a Lot, if there is no suitable location on the Lot for the placement of such devices without effecting the aesthetic qualities of the Lot in question and subdivision in general.

No short-wave antennas or similar antennas shall be located on any Lot in the Subdivision without written approval of the Architectural Committee, which may deny placement of any such antenna, if it deems that there is no suitable location for the same.

Section 5. No boat, boat trailer, bus, trailer, motor home or any similar item shall be stored on any Lot for a period of time in excess of twenty-four (24) hours, unless it is kept inside a basement, garage or other storage facility.

No junk, parts or parts-vehicles shall be placed or located on any Lot in the Subdivision, unless they are located inside of a structure that has been approved by the Architectural Committee. Any vehicle without registration and tag, or an inoperable vehicle, shall be deemed a junk vehicle.

Section 6. No animals, livestock, insects or poultry shall be kept or maintained on

any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards. Including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the Owner, except when on a leash.

Section 7. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein, other than a standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent. Any other signs or advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Small, discrete signs designating that a party has a security system are permissible.

Section 8. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for school kindergartens, or business of any nature; provided, however, that nothing contained herein shall prevent children living at such address from receiving home schooling in accordance with the provisions of Georgia Law. All Lots shall be used for single family residence purposes only and no such Lot shall be subdivided except by Declarant as provided in Article VI, Section 2. Properties designated as "recreational" and as will be owned by the Association, may be used for such recreational purposes.

Section 9. No lumber, metals, bulk materials (except lumber, metals and bulk

materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-ups. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 10. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 11. No dwelling located on any Lot shall be more than three (3) stories in height, excluding basement.

Section 12. No dwelling located in the Subdivision shall have heated living area, with ceiling height of not less than eight feet, exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1,450 square feet for a one-story or split-level home. A multi-storied dwelling (up to three stories) shall have a minimum of 1,600 heated square feet.

Section 13. Commercial vehicles, of all types and kinds, are prohibited from being

located or parked within the Subdivision for a period of time exceeding twenty-four (24) hours on a regular basis (which parking said vehicle types for more than two nights during any given week would be deemed a regular basis, violating the Covenants), except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks one ton and over, bearing commercial insignias. All vehicles regularly parked on a Lot must have an approved parking space.

Section 14. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the architectural Committee; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 15. All material selections and color selections of the exterior of any structure must be submitted and approved by Architectural Committee prior to application.

Section 16. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. All swimming pools shall be "in ground" and surrounded by approved decorative fence. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading.

Section 17. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 18. No Lot shall be used for the purpose of boring, mining, quarrying, exploring

for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 19. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

Section 20. Outdoor clothes lines are not permitted on any Lot.

Section 21. No machinery shall be placed or operated upon any Lot except such machinery as is usual in construction and maintenance of a private residence.

Section 22. The design of all mailboxes and flagpoles must be approved by the Architectural Committee.

Section 23. All fencing must be approved by the Architectural Committee prior to erection. No fences shall be erected beyond the back corners of a house (i.e., no fences shall be erected in the front or side yards of a house). Metal fence posts and chain link fences (including vinyl clad chain link) are permitted. Welded wire mesh may be used behind split rail fencing, or in certain cases, between cedar upright posts only. Approval by the Architectural Committee must be in writing. The granting of such written approval by the Architectural Committee shall be on an individual request basis and no such written approval granted in one instance shall be deemed or construed to grant such approval as to any other request, the Architectural Committee expressly reserving the right to grant or deny such approval in its sole discretion. The Declarant may install fencing in front and on the sides of model homes for marketing purposes. The fences installed by Declarant will be removed when the Declarant sells the model homes to homeowners.

No fence, wall, hedge or shrub planting which obstructs site lines at elevation between two (2) and six (6) feet above the roadways shall be erected, placed, planted or permitted to remain on any corner Lot within a triangular area formed by the street curbing of each intersecting street and a line connecting the intersecting street at points twenty-five (25) feet from the intersection of the curb of each street.

The site line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such triangle unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

Section 24. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses, play structures and storage sheds, construction details, as well as exterior colors thereof, must be approved by the Architectural Committee before the commencement of construction.

Section 25. No obnoxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 26. With respect to each Residential Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, Declarant shall have the right, but not the obligation, to re-purchase the Lot for an amount not to exceed the purchase price paid Declarant for the Lot without interest, plus the certified expenses of improvement made thereon.

Section 27. No Owner of a Lot which abuts any stream or waterway shall dam-up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots.

Section 28. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by the Architectural Committee prior to construction.

Section 29. Unless waived by the Declarant in writing, no Lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision. In the event written waiver is granted, Declarant reserves the right should any Owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said Subdivision.

Section 30. As to any Lot in this Subdivision on which a storm drain or detention area is located, an easement is reserved to County Authorities, the Declarant and the Homeowners Association, for purposes of repairing or maintaining said drain. Each Lot Owner shall be responsible for maintaining that portion of any detention area or drainage easement which is located on their Lot, such that the drainage easement or detention area shall be kept free of any obstruction that might block the intended flow of water. Should a Lot Owner fail to so maintain the drainage easement or detention area, then the Homeowners Association shall have the right to enter upon the Lot and take steps necessary to maintain the integrity of the drainage easement and the Lot Owner shall be responsible to keep the detention area free of debris, limbs, trash, or to keep any and all grass properly mowed. Any drainage

pipes located at the end or terminus of a detention area shall be maintained or repaired by the Home Owners Association.

Section 31. The yards, shrubs and natural areas of each yard shall be maintained on a regular basis in keeping with a quality subdivision and esthetic values of the Community. In the event that a Property Owner fails to maintain his grass, shrub and natural areas, then, upon written notice to the Property Owner, the Home Owners Association has a right to enter upon the property and perform such yard work, shrubbery or grass cutting as is appropriate and necessary to keep up the premises. The cost of such maintenance, grass cutting and work shall be paid by the Property Owner upon demand by the Home Owners Association. In the event that the Property Owner fails to pay for said maintenance within ten (10) day of the date of the written demand, then the Home Owners Association may file a lien against the Owner's Property in the same manner as an assessment and use the same collection remedies and interest assessments, as if it were an assessment.

Section 32. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said concrete blocks are covered with brick veneer, stucco, stone, or other veneer specifically approved by the Architectural Committee in writing.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this

Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

(i) The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the Owners and filed for recording on the Deed Records of Cherokee County, Georgia. Provided that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. Declarant specifically reserves the right to amend, modify, or change the Covenants and Restrictions for a period of three years from the date of the filing of said Covenants and Restrictions with the Clerk of the Superior Court of Cherokee County, Georgia. Every purchaser or grantee of any interest of any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees and consents that this Declaration may be amended as provided herein. Further, this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

(ii) It is provided that these Covenants shall be automatically renewed for ten-year increments, unless rejected by an affirmative vote of two-thirds of the Owners of Lots in the Subdivision.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds of each class of members. Additional land within the area described on Exhibit "A", attached hereto and incorporated herein by reference, and any additional property lying and being in said Land Lots or in Land Lots immediately adjacent to the above described property may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided, that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. It is further provided that so long as Declarant owns any of the subject property, or for a period of five (5) years from the date of the recording of the Declaration of Covenants, Conditions and Restrictions, whichever time is longer, may annex additional and other Property, subject to these Covenants and Conditions and shall have all rights, privileges and obligations and shall, likewise, be members of the Association and shall have all rights and privileges to the Common Area and Common Properties.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of the additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Reservations by Declarant.

(1.) Declarant reserves for itself, its successors and assigns, the following easements

and right of way in, on, over and through the property as shown on the recorded plat of the subdivision and over a strip ten (10) feet in width running along the rear line of each lot for so long as Declarant owns any lots in the entire subdivision for the following purposes:

- a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- b) For the construction of improvements on the Lots;
- c) For the installation, construction and maintenance of storm water drains, public and private sewers, and for any public or quasi-public utility facility;
- d) For the use of any sales offices, model units designated by Declarant to include a mobile office, and parking spaces in connection with its efforts to market Lots;
- e) For the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement and sales of Lots; and,
- f) For the landscaping for entrance ways to the subdivision and street right of ways.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals, this

25 day of August, 1999.

BOBO, BOBO, LORD, & FITTS, INC.

BY: Alan Bobo

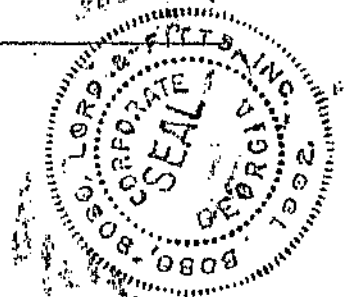
ITS: President

Nancy A. Buttry
Witness

Shirley Gettys
Notary Public

Commission expires:

NOTARY PUBLIC, CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES AUGUST 14, 2000



Rec 8 27-99