

**EXHIBIT "A"**

All those lots or parcels of land, situate, lying and being in the 1115th G.M.D., Hart County, Georgia, being known and designated as Lot No. Four (4) and Lot No. Five (5) of Seraph Pointe Subdivision, and being more particularly shown on a Plat of said Subdivision by W. Slate Bauknight, Surveyor, dated April 22, 2000, recorded at Plat Book 2-G, Page 287, in the Office of the Clerk of Superior Court of Hart County, Georgia, which said plat is hereby incorporated into this description by reference and made a part hereof and being a portion of the property conveyed to Charles L. Sanford and Walter Thomas Hardigree by Hans Hostalka by Warranty Deed dated August 3, 1999, recorded at Deed Book 341, Page 765, said Clerk's office.

Also conveyed herewith is a non exclusive, perpetual easement for ingress, egress and utilities over and across the private road known as Seraph Pointe Road which is particularly shown on said plat and over and across that strip of land containing 0.071 of an acre which is designated as "access" on said plat.

Also conveyed herewith is a non exclusive, perpetual easement over and across those two parcels of land which are designated as "Recreational Area" on said plat. This easement is granted to provide Grantee an area for recreational activities which are governed by the terms and conditions of the Declaration of Seraph Pointe Subdivision and Seraph Pointe Homeowners Association, Inc. dated July 19, 2000, recorded at Deed Book 361, Pages 86-109, in said Clerk's Office. One of said recreational areas contains 2.909 acres and the other contains 1.481 acres and both are more particularly described on said plat.

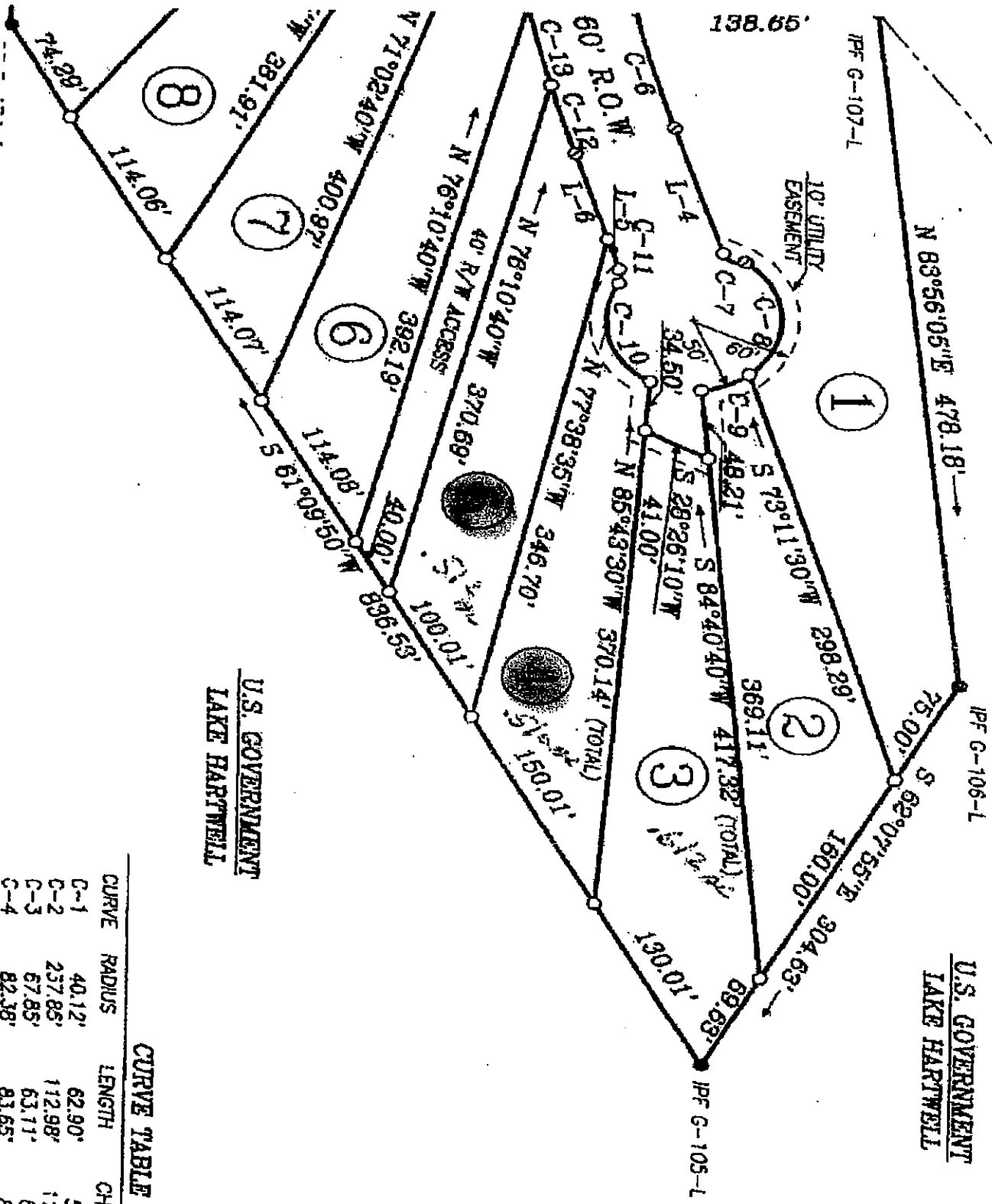
The above described Lots and Easement Areas are conveyed subject to the terms and conditions of that certain Declaration of Seraph Pointe Subdivision and Seraph Pointe Homeowners Association, Inc. dated July 19, 2000 and recorded at Deed Book 361, Pages 86-109, in said Clerk's Office.

Also conveyed herewith is a non exclusive, perpetual easement for ingress and egress over and across that strip of land which is designated as a "40' R/W Access" on said plat. This easement is granted to provide pedestrian and vehicular access to property of the United States Government.

U.S. GOVERNMENT  
LAKE HARTWELL

U.S. GOVERNMENT  
LAKE HARTWELL

U.S. GOVERNMENT  
LAKE HARTWELL



CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD
C-1	40.12'	62.90'	56.
C-2	237.85'	112.98'	111.
C-3	67.85'	63.11'	60.
C-4	82.38'	83.65'	80.
C-5	1205.60'	111.14'	111.

BOOK 361 86-109  
DATE 7-24-2000

FILED IN SERIES  
HART SURVEYOR CONTACT  
2000 JUL 24 PM 12:16  
DEPUTY CLERK

After recording, return to: Charles L. Sanford  
P.O. Box 1187  
Hartwell, Ga. 30643

DECLARATION OF SERAPH POINTE SUBDIVISION and  
SERAPH POINTE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 19 day of July, 2000 BY Charles  
L. Sanford and Walter Thomas Hardigree (hereinafter called the  
"Developers");

W I T N E S S E T H

WHEREAS, Developer owns all of the property known as Saraph  
Pointe subdivision as shown on that certain plat of survey recorded  
in Plat Book 26 at pages 287, Hart County, Georgia Records (The  
"Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all  
of the residents of those portions of the Subjected Property, a  
Recreation Area and Private Road (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create the  
Homeowners' Association (as hereinafter defined) to own, maintain  
and administer the Recreational Area and Private Road in accordance  
with the Covenants and Restrictions as hereinafter provided and to  
insure the enjoyment of such Recreational Area and Private Road by  
such residents; and does hereby specifically elect to be governed  
by provisions of the Georgia Property Owners' Association Act,  
enacted by Georgia Laws 1994, p 1879, et. seq., as amended, (O.C.G.A.~  
44-3-220, et seq., as amended);

WHEREAS, Developer intends that every Owner (as hereinafter  
defined) of a Residential Unit (as hereinafter defined) which is  
made subject to this Declaration does automatically and by reason  
of such ownership, and by reason of this Declaration, become a  
member of the Association and subject to its valid rules and  
regulations and subject to the assessment by the Association  
pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof, and

Further declare that the Homeowners' Association which is the subject of this Declaration shall be governed by the Georgia Property Owners' Association Act, enacted by Georgia Laws 1994,p 1897, et. seq. as amended, (O.C.G.A.~44-3-220 et. seq. as amended) and the Homeowners' Association shall be subject to all benefits and provisions of said Act. In the event of a conflict between this Declaration and the Georgia Property Owners' Association Act, as same now exists, or as may hereafter be amended, the terms and provisions of the Georgia Property Owners' Association Act shall, to the extent of any conflict or inconsistency, prevail and govern the Homeowners' Association which is the subject of this Declaration to the extent of any conflict or inconsistency.

#### ARTICLE 1

*Definitions.* The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

(a) "Association" shall mean and refer to Seraph Pointe Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(c) "Developers" shall mean Charles L. Sanford and Walter Thomas Hardigree.

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Recreation Area and Private Road.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title is conveyed or encumbered to secure a debt,

including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Recreation Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.

(j) "Recreational Purposes" shall mean and include activities such as picnicking and engaging in sporting activities, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(l) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

(m) "Private Road" shall mean and refer to the property described in Exhibit "A" attached hereto and made part hereof.

(n) "Declarant" shall mean and refer to Charles L. Sanford and Walter Thomas Hardigree the parties executing this Declaration, or (ii) any successors-in title to Charles L. Sanford and Walter Thomas Hardigree, and to all or some portion of the property then subject to this Declaration, provided that in the instrument of conveyance to any such successor-in title is expressly designated by the grantor of such conveyance as the "Declarant" hereunder, and further provided that the grantor of such conveyance constitutes the "Declarant" hereunder at the time of such conveyance.

**ARTICLE 2**

**Property Subject to Declaration; Effect Thereof**

**Section 1. Property Hereby Subjected to This Declaration.**

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in 1115<sup>th</sup> District of Hart County, Georgia, and being Lot 1 through and including Lot 9 of Seraph Pointe Subdivision, and the area designated "Recreation Area" and "Private Road", all as per plat of survey recorded in Plat Book 26 at page 287, Hart County, Georgia records.

**Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.**

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

**ARTICLE 3**

**The Community Association; Automatic Membership and Voting Rights Therein.**

**Section 1. The Association.**

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Seraph Pointe Homeowners' Association, Inc., a nonprofit Georgia Corporation.

**Section 2. Membership.**

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

*Section 3. Classes of Membership; Voting Rights.*

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On or before the conveyance of the last lot in said subdivision, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment by levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Recreation Property, Private Road and the facilities thereon;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Recreational Property;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and

(vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) Class B. The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

*Section 4. Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

*Section 5. Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.



## ARTICLE 4

*Section 1. The Recreation Property and Private Road; Members Rights in the Recreation Property.*

The Developer hereby covenants with the Association to convey the Recreation Area and Private Road to the Association on or prior to the conveyance of the last lot in said subdivision.

*Section 2. Members Easements of Enjoyment.*

Subject to the provisions contained in (a) through (b) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Recreation Area and Private Road including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Recreation Area and Private Road and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. Subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developers and others as herein stated, the Recreation Area shall be used only for Recreational Purposes. Rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Recreation Area as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property, Private Road and Recreational Area, the sale of property contained in the Restricted Property including, but not limited to sales and business offices, storage areas, construction yards and signs. In addition, the Developers, retains the right to designate any portion of or all of the Recreational Property for use as on site septic systems for the owners' of record of the Restricted Property. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessment coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Developer or its designees to the exclusive use of such portion of the Recreational Area as it, in the exercise of its sole discretion, may deem necessary or advisable, may convey by fee simple title or easement any portion of the Recreational Area for the purpose of supplying a water source for the said lots of the subdivision.

(c) The right of the Association (if holders of sixty six percent (66%) or more of the vote of those then entitled to vote of all classes of membership authorized, and subject to applicable zoning ordinances) to borrow money for the purpose of improving the Recreation Area and in aid thereof to mortgage or otherwise burden or encumber the Recreation Area. The Association shall not mortgage any portion of the Recreation Area which may provide ingress and egress to any Residential Unit. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall then only have the right,

(i) To take possession of such Recreation Area (where such right of possession exist),

(ii) To charge admission or other fees as a condition to continued enjoyment by the members and

(iii) If necessary, to open the enjoyment of the Recreation Area to persons other than members until the mortgage or other debt is satisfied, such right being the exclusive remedy available to the lender; and at the time such mortgage or other debt is satisfied the title to and possession of the Recreation Area shall be returned to the Association, all rights or persons other than members shall terminate and all rights of members hereunder shall be fully restored; and

(d) The right of the Association to take such steps as are reasonably necessary to protect the Recreation Area against foreclosing; and

(e) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(f) The right of the Association to charge reasonable admission and other fees for the use of any facilities which may be constructed upon the Recreation Area; and

(g) The right of the Association at any time to transfer all or any part of Recreation Area if authorized by sixty six percent (66%) or more of the vote of those then entitled to vote and of all classes of memberships subject to the provisions of this Declaration; and

(h) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Recreation Area.

*Section 3. Extension of Rights and Benefits.*

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

**ARTICLE 5**

**MAINTENANCE, USE AND ARCHITECTURAL RESTRICTIONS**

For Maintenance, Use and Architectural Restriction see Exhibit "B" attached hereto and made part hereof.

**ARTICLE 6**

**Assessment**

*Section 1. Creation of the Lien or Personal Obligation for Assessments.*

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

(a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

*Section 2. Purpose of Assessment.*

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Recreation Area, Private Road and facilities related thereto

devoted to such purposes and related to the use and enjoyment of the Private Road and Recreation Area, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of Seraph Pointe Subdivision and any subsequent phase thereof created out of the Supplemental Property or any portion thereof, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Private Road and Recreation Area and facilities and the entrance area or areas.

*Section 3. Basis and Maximums of Annual Assessments.*

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall be three hundred dollars (\$300.00) per residential unit payable to the Association, and

(b) The Class B members shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Private Road and Recreational Area.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of fifty percent (50%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association shall set the annual assessment at less than the maximum allowed pursuant to this Section.

*Section 4. Special Assessments.*

Upon the affirmative vote of the holders of sixty six percent (66%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy

and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Private Road and Recreation Area, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

*Section 5. Equality of Assessment among Residential Units.*

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

*Section 6. Date of Commencement of Annual Assessments; Due Dates:*

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least ten (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 10th day of December of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least ten (10) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify ten (10) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in

writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7. Effective Nonpayment of Assessment; the Personal Obligation; the Lien; Remedies of the Association.**

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or ten percent (10%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Private Road and Recreation Area and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of ninety percent (90%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within ninety (90) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Recreation Area and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

*Section 8. Subordination of Charges and Liens to Mortgages.*

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

ARTICLE 7

Administration

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Private Road and Recreation Area and facilities and the Entrance Areas shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Private Road and Recreation Area and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the Recreation Area pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Recreation Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination ten (10) days after sixty six percent (66%) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Private Road and Recreation Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Private Road and Recreation Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may



be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

#### ARTICLE 8

##### Insurance and Casualty Losses

###### Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Recreation Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Recreation Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia and holding a "A" or better by Best's Insurance Report or a similar publication, and all policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

#### ARTICLE 9

##### General Provisions

###### Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed twenty years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least sixty six percent (66%) of the votes of the Association and has

been filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia, at least thirty (30) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

*Section 2. Notices.*

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

*Section 3. Severability.*

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

*Section 4. Amendment.*

The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least sixty six percent (66%) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least sixty six percent (66%) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Hart County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia, and

unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE Developers herein, has executed this instrument under seal as of the 19<sup>th</sup> day of July, 2000.

Signed, sealed and delivered  
in the presence of:

*[Handwritten signature]*

Unofficial Witness

*[Handwritten signature]*

Notary Public



Developers:

*[Handwritten signature]*

Charles L. Sanford

*[Handwritten signature]*

Walter Thomas Hardgrave

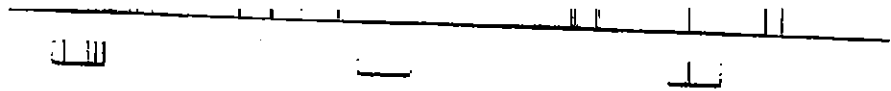


Exhibit "B"

ARTICLE 5

MAINTENANCE, USE AND ARCHITECTURAL RESTRICTIONS

THIS DECLARATION is made and established on the date hereinafter set forth by Charles L. Sanford and Walter Thomas Hardigree (hereinafter sometimes referred to as the "Declarant"),

WITNESSETH:

WHEREAS, a residential community is being developed on real property now owned by Charles L. Sanford and Walter Thomas Hardigree in Hart County, Georgia, which real property includes the Lots described in Article II of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the value of said Lots and, in this end, desires to subject said Lots described in Article II of this Declaration to the protective covenants and architectural controls hereinafter set forth, each of which is all of which are for the benefit of said Lots and the Owners of all Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots described in Section 1 of Article II of this Declaration are hereby subjected to this Declaration and shall be held, transferred, sold conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the protective covenants, restrictions and architectural controls (sometimes hereinafter collectively referred to as the "covenants and restrictions") herein set forth. All provisions of this Declaration shall be covenants running with the real property subjected to this Declaration, and shall be binding upon each Owner and each Owner's respective heirs, executors, administrators, legal representatives, successors, and assigns. Every grantee of any interest in any portion of real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such Person, and whether or not such Person shall otherwise consent, shall take subject to this Declaration and to the covenants and restrictions herein set forth, and shall be deemed to have assented to said covenants and restrictions.

ARTICLE I

DEFINITIONS

Unless the context shall prohibit, the following words when used in this Declaration or in any amendment to this Declaration have the following meanings:

- (a) "Declarant" shall mean and refer to Charles L. Sanford and Walter Thomas Hardigree the parties executing this Declaration, or (i) any successors-in-title to Charles L. Sanford and Walter Thomas Hardigree, and to all or some portion of the property then subject to this Declaration, provided that in the instrument of conveyance to any such successor-in title is expressly designated by the grantor of such conveyance as the "Declarant" hereunder, and further provided that the grantor of such conveyance constitutes the "Declarant" hereunder at the time of such conveyance.
- (b) "Development" shall mean and refer to that certain real property described on Exhibit "A" annexed hereto.
- (c) "Lot" shall mean and refer to any plot of land comprising a single dwelling site designated on a plat of survey recorded in the Office of the Clerk of the Superior Court of Hart County, Georgia, which is subjected to this Declaration.
- (d) "Mortgage" shall mean and refer to any mortgage, deed to secure debt, security deed, and any other similar instrument used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (e) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Development, excluding, however, any Person holding such interest merely as security for the payment, performance or satisfaction of an obligation and excluding, however, Declarant.

- (f) "Person" shall mean and refer to any natural person, as well as to a corporation, joint venture, partnership (general or limited), limited liability company, association, trustee, or other legal entity.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION

**PROPERTY HEREBY SUBMITTED TO THIS DECLARATION.** The Lots which are, by the recording of this Declaration, subjected to the covenants and restrictions herein set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of this Declaration are those Lots described on Exhibit "A" attached hereto and by this reference made a part hereof.

#### ARTICLE III

##### MAINTENANCE, USE AND ARCHITECTURAL RESTRICTIONS

In order to preserve and enhance the value of Lots and to maintain a harmonious relationship among structures, all of the following architectural, maintenance, and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration:

**Section 1. No Subdivision of Lots.** No lot shall be partitioned or subdivided, or its boundary lines changed, except with the prior written approval of Declarant. In the event of the modification of a Lot, all covenants and restrictions set forth herein shall apply to each new Lot so created. Any such subdivision, boundary line change, or replatted Lot shall not be in violation of applicable governmental subdivision and zoning regulations. No Lot shall be partitioned or subdivided without the prior written approval of the holder of any Mortgage encumbering such Lot.

**Section 2. Harmony of Improvements.** All improvements to all Lots shall be in harmony with the exterior finishes, colors, designs and quality of improvements to all other Lots, and shall be constructed and maintained in conformity with the existing standards of the Development.

**Section 3. Easements.** Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat (s) depicting such Lot, as well as to such other easements as may be set forth in this Declaration.

**Section 4. Construction Requirements.** In addition to all requirements set forth elsewhere in this Declaration, the construction, maintenance, renovation, and repair of improvements to Lots shall be subject to all of the following provisions:

- (a) The minimum square footage requirement for any residence to be constructed on any Lot shall be 1,600 square feet of enclosed living area. The term "enclosed living area" shall not include basements, garages, terraces, decks, open or screened porches, and the like. The term shall include, however, any closed-in, heated porch if the roof of such porch forms an integral part of the roof line of the main dwelling or if it is on the ground floor of a two-story structure. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not exceeding two stories in height and a private garage for not more than three cars.
- (b) Whenever a building erected on any Lot is constructed in whole or in part of concrete, concrete blocks, Cinder blocks, or other fabricated masonry block units, such concrete or blocks shall be veneered with stone, brick, stone, or siding.
- (c) No front entry open carports will be allowed on any Lot.
- (d) Where applicable, a silt fence must be utilized on each Lot after grading.
- (e) All Lots must be landscaped, with the front side and rear lawns being sodded, seeded or finished with other appropriate ground cover, with basic shrubbery placed.
- (f) All improvements to all Lots shall be completed in a good, professional, workmanlike manner, as expeditiously as is reasonably practicable after commencement of construction or repair. In no event shall the completion of any improvement or repair to any Lot exceed a period of one (1) year from the date of the issuance of a building permit until the date of issuance of a certificate of occupancy (or, in the

case of an improvement or repair for which no building permit is required, then from the date of commencement of work to the date of completion of work).

- (g) At all times during which there is in progress construction, renovation or repair of a building upon a Lot, the Owner of such Lot shall maintain liability insurance insuring against personal injury and property damage suffered by Persons within or outside the Development which results from such activities.

**Section 5. Construction and Sale Period.** Any provisions contained in this Declaration to the contrary notwithstanding, it shall be expressly permissible for builders of dwellings upon Lots to maintain and carry on, during the period of construction and sale of dwellings upon Lots by Declarant or by builders, upon such portions of the land within the Development as Declarant may deem necessary or desirable, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the sale of Lots and/or the construction and sale of dwellings upon Lots, including without limitation the placement and use of business offices, model homes, sales offices, and signs. The right to maintain and carry on such facilities and activities shall include specifically, but without limitation, the right to use dwellings, mobile homes, and temporary structures owned by the Declarant or by such builders as model homes and offices for the sale of Lots and/or for the construction of dwellings in the Development.

**Section 6. Architectural Control.** In addition to all other requirements set forth in this Declaration, all Lots shall be governed by the following architectural control requirements:

- (a) No house, dwelling or other building, nor any fence, wall, road, driveway, parking area, tennis court, swimming pool, mailbox, or other structure or improvement of any kind be commenced, constructed, erected, placed, located, maintained, altered, changed, added to, modified, or reconstructed on any Lot, nor shall any exterior addition to, or alteration, change, or modification to, any existing structure or improvement, or the color thereof, be constructed, erected, placed, or maintained on any Lot, unless and until the plans (including without limitation plot plan and/or topographical study) and specifications thereof showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to, and approved in writing by, Declarant. As used in this Section 7 of Article III, "improvement" shall mean and include any improvement, change, alteration, or modification of appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Plans and specifications for proposed improvements (as well as samples of materials and finishes, if requested by Declarant) shall be submitted to Declarant for Declarant's review and approval in accordance with standards and procedures which Declarant shall adopt from time to time and make available upon request to Lot Owners; nothing herein contained shall be construed to restrict or limit Declarant's right to revise such standards and procedures from time to time as to proposed improvements for which the plans and specifications have not yet been approved by the Declarant. If Declarant shall have neither approved nor disapproved in writing such plans and specifications within one (1) month after receipt by Declarant of all of such plans, specifications and requested samples, then such plans and specifications shall be deemed approved. Anything to the contrary contained in this Declaration notwithstanding, if and when, in the sole opinion of Declarant, the character of the Development shall have become stabilized, Declarant shall have the unilateral right to release (and thereupon cease to exercise) any and all architectural controls which are reserved to Declarant under any of the provisions of this Declaration.
- (b) Declarant shall not be responsible or liable in any way for any defects in any plans or specifications approved by Declarant, nor for any structural defects in any work done according to such plans and specifications. Further, Declarant shall not be liable to anyone submitting plans or specifications for approval under Section 7 of Article III, or to any Lot Owner, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve or disapprove, any such plans or specifications. Every Person who submits plans or specifications to Declarant for approval agrees, by submission of such plans or specifications, and every Lot Owner agrees, that he will not bring any action or suit against Declarant to recover for any such damage.

**Section 7. Property, Maintenance and Use Restrictions.** The Lots shall at all times be subject to all of the following restrictions and requirements:

- (a) All applicable governmental building codes, health regulations, zoning restrictions, laws, ordinances,

- and the like shall be observed. In the event of any conflict between any provisions of such governmental code, regulation, restriction, law or ordinance and any provision of this Declaration, the more restrictive provision shall apply.
- (b) All Lots shall be used for single-family residential purposes only, with no more than one (1) dwelling house permitted on each Lot. No outbuildings or structures shall be constructed upon any Lot other than garages, pool houses, and gazebos of a permanent nature, all of which must conform to and harmonize with the design of the exterior of the main residence. No temporary structures nor temporary fencing of any kind or description shall be permitted upon any Lot.
- (c) No business or business activities (including without limitation child care operations) shall be carried on within portion of the Development.
- (d) The grounds of each Lot (whether vacant or occupied) and the exterior of all improvements to each Lot shall at all times be maintained in a neat and attractive manner, consistent with generally-accepted standards for planned residential subdivisions.
- (e) No noxious, offensive, illegal, harmful or potentially harmful activity shall be carried on, nor any such condition allowed to exist, within any portion of the Development, nor shall anything be done therein which may be or become an annoyance or nuisance to any other Lot Owners or owners of land outside the Development. The restrictions contained in this paragraph shall prohibit, without limitation, all activities or conditions which would result in noise or odors that are unusual for a typical residential neighborhood in the area of the Development.
- (f) No rubbish, garbage, refuse or trash (hereafter collectively referred to as "refuse") shall be dumped or placed within the area of the Development other than as set forth in this paragraph. Each Lot Owner may place his refuse with securely closed containers designed for such purpose, which containers are maintained in a sanitary condition in a secure enclosure upon his Lot, concealed from view of streets and neighboring dwellings. Each Lot Owner shall be responsible for the removal and disposal of refuse from his Lot as frequently as is necessary to avoid odors or health hazards, and in no event less than once per week. Incinerators for refuse shall not be used. In addition to the provisions set forth herein, all Lot Owners shall store and dispose of refuse in accordance with local laws and regulations and within guidelines promulgated by the Environmental Agency of the United States of America.
- (g) Prior to the use or occupancy of any building constructed on any Lot, an individual sewage-disposal system for such Lot shall be designed, located and constructed by the Lot Owner in accordance with the requirements, standards and recommendations of the Georgia Department of Health. Each Lot Owner shall obtain from such authority the approval of such system as installed before the use or occupancy of such building.
- (h) Motor homes, recreational vehicles, all-terrain vehicles, campers, boat trailers, and aquatic vehicles may be kept or parked on a Lot only if the same be kept or parked in such a manner as to be concealed from view of neighboring dwellings and streets. No appliances, indoor furnishings, inoperable vehicles, nor electricals shall be kept on the grounds of a Lot, and no activities which might cause disorderly, unsightly or unattractive conditions (including without limitation the assembly and disassembly of motor vehicles and other mechanical devices) shall be performed in the Development, unless kept or performed in such a manner as to be concealed from view of neighboring dwellings and streets. No exposed above-ground tanks shall be permitted for the storage of fuel, water or any other substance. Window-unit air conditioners may be installed only if concealed from view of streets and neighboring dwellings.
- (i) No mobile home, manufactured home, house trailer, tent, shack, lean, outbuilding or other structure (except for those structures specifically permitted by Subparagraph (b) of this Section) shall be placed upon any Lot at any time, either temporarily or permanently.
- (j) No lumber, brick, stone, cinder block, concrete, other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Lot except for the purposes of construction on such Lot, and then shall not be stored on such Lot for longer than that length of time necessary for the construction for which the same is to be used.
- (k) No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted upon any Lot, except for a reasonable number of dogs, cats, or other generally recognized household pets, which shall be permitted only if said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, do not endanger the health of any Persons or other animals, do not make objectionable noise, and do not constitute a nuisance or inconvenience to other Lot Owners.
- (l) Feeding and trapping of wild animals, fowl and game, and the discharge of firearms or bows and arrows, within any portion of the Development is prohibited and shall not be allowed.
- (m) Metal fencing shall not be placed nearer to the street than the rear of the house, but may be extended from the side lines of the Lot to the house thereon. No fence, wall, hedge, tree, shrub planting or sign shall be placed or permitted to remain in locations which might obstruct the sight lines of the streets to or from adjacent Lots.
- (n) No commercial signs, including without limitation "for rent" or "for sale" signs, or advertising posters of any kind shall be erected, placed or maintained on any Lot, except as may be required by legal





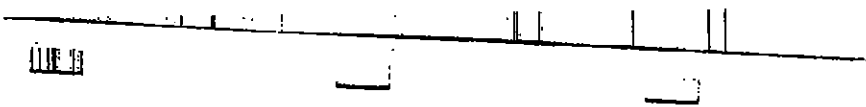
specifically declared that any breach thereof cannot be adequately compensated by recovery of damages, and that Declarant, or any aggrieved Lot Owner, in addition to all other remedies, may require and shall be entitled to remedy by injunction to restrain any such violation or breach or threatened violation or breach. Also, Declarant shall have the right to require any Lot Owner to remove or alter at the Lot Owner's expense any improvement which has not received the required approval of Declarant under the provisions of this Declaration, or which is built or installed other than in accordance with the plans and specifications approved by Declarant. No delay, failure, or omission on the part of Declarant, or any aggrieved Lot Owner, in exercising any right, power, or remedy herein provided shall be construed as an acquiescence therein or shall be deemed to be a waiver of the right to exercise such right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto, and shall not bar or affect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, or provisions of this Declaration, however long continued, or for imposing provisions which may be unenforceable.

**Section 2. No Rights of Third Parties.** This Declaration shall be recorded in the public real estate records of the Clerk of the Superior Court of Hart County, Georgia, and shall inure to the benefit of Declarant, the Lot Owners, and the holders of Mortgages affecting any property within the Development, and their respective heirs, executors, administrators, successors, assigns, and successors-in-title, and by such recording no owner of property not located within the Development shall have any right, title, or interest whatsoever in the Development or in the operation or continuation thereof nor in the enforcement of any of the provisions of this Declaration. Subject to the rights of Declarant and holders of Mortgages as herein provided, the Lot Owners shall have the right to amend, extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any owner of property not located within the Development.

**Section 3. Duration.** The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of twenty (20) years from the date on which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia, after which time such provisions shall be perpetually renewed automatically for successive twenty-year periods unless terminated as provided by Georgia law.

**Section 4. Amendment.** This Declaration may be supplemented or amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association, or life insurance company, or by a governmental or quasi-governmental lender or purchaser of Mortgage loans, such as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or if such amendment is necessary to enable any governmental agency, such as the Department of Veterans' Affairs or Department of Housing and Urban Development, or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; or (c) if such amendment is made for the purpose of releasing the architectural control provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least ninety percent (90%) of the Owners of record of Lots within the Development during the initial twenty (20)-year period of this Declaration, or thereafter by at least seventy-five percent (75%) of such Lot Owners; provided, however, that such amendment by the Lot Owners shall not be effective unless also signed by Declarant, if Declarant is the Owner of any real property then subject to this Declaration; and provided, further, that no amendment to this Declaration shall alter, modify, change, or rescind any right, title, interest, or privilege herein granted or afforded to the holder of any Mortgage encumbering any Lot affected hereby unless such holder has been filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia. The written consent thereto of any Mortgage holder affected thereby, as well as the written consent of Declarant if Declarant is then the Owner of any real property subject to this Declaration, shall also be filed with such amendment. By acceptance of this Section 4 of Article V, any governmental agency or authority shall if, notwithstanding the foregoing provisions of this Section 4 of Article V, any governmental agency or authority shall require the unanimous consent of all Lot Owners to any amendment to this Declaration, in that event, if Lot Owners in an amount sufficient to effectuate such amendment, then each of the other Lot Owners hereby grants to Declarant an irrevocable power-of-attorney as such Lot Owner's agent and attorney-in-fact to execute such amendment on behalf of such Lot Owner. If Declarant has the unilateral right to effectuate an amendment under the foregoing provisions of this Section 4 of Article V, then all Lot Owners hereby grant to Declarant an irrevocable power-of-attorney as each Lot Owner's agent and attorney-in-fact to execute such amendment on behalf of all Lot Owners. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided for in this Declaration.

**Section 5. No Waiver.** The failure of Declarant to insist in any one or more cases upon the strict performance of any of the covenants, conditions or provisions contained in this Declaration shall not be construed as a waiver or a



relinquishment of the future enforcement of any such covenants, conditions or provisions. The acceptance of performance of anything required hereunder to be performed with knowledge of the breach of a covenant, condition or provision shall not be deemed a waiver of such breach, and no waiver by Declarant of any covenant, condition or provision shall be deemed to have been made unless expressed in writing by Declarant. Declarant shall not be responsible or liable in any way for loss or damage which may be suffered on account of the failure of Declarant to insist upon strict performance of the covenants, conditions and provisions of this Declaration, nor shall Declarant be liable in any manner for any loss or damage which may be suffered in the event of a waiver by Declarant of any of the covenants, conditions or provisions hereof.

**Section 6. Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant, will best effectuate the intent of the general plan of development of the property which is subject to this Declaration. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

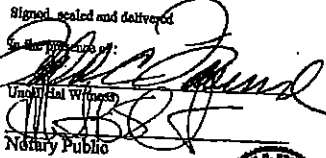
**Section 7. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

**Section 8. Gender and Grammar.** The singular wherever used herein shall be construed to include the plural when applicable, and the use of the masculine pronoun shall include the neuter and the feminine pronouns.

**Section 9. Captions.** The captions of each Article and Section hereof as to the contents of each Article and Section are inserted for ease of reference only and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**Section 10. Georgia Law.** This Declaration shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE Declarant herein, has executed this instrument under seal as of the 19 day of July, 2000.

Signed, sealed and delivered  
in the presence of:  
  
Notary Public

Declarant:  
