

Return to JW. Downsett
Suite 6104 S. Carroll Rd.
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4/6/04

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PROTECTIVE COVENANTS AND RESTRICTIONS
RUNNING WITH THE LAND AND RESERVATIONS
OF EASEMENTS FOR REID PLANTATION SUBDIVISION

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K. Downsett
J. Downsett

STATE OF GEORGIA
COUNTY OF HARALSON

THIS declaration of protective covenants and restrictions running with the land and reservations of easements made and published this 5th day of April, 2004 by Declarant applicable to **The Reserve at Reid Plantation**.

WITNESSETH

THAT Developer is the owner of certain property located in Land Lot 194 of the 6th District, Carroll County, Georgia, as shown and delineated upon the "Plat", as hereinafter defined, which Plat and the record thereof are incorporated herein by reference thereto; and

WHEREAS, the Declarant intends to subdivide said property into single lots for the construction of single family homes; and

WHEREAS, it is in the best interest of those purchasing "Lots" (as said term is hereinafter defined) in the "Subdivision" (as said term is hereinafter defined) that covenants and restrictions be established to ensure the use of the Subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Subdivision, to assure its compatible and coordinated development, to maintain the desired quality of the Subdivision, and thereby to enhance the full economic benefit and general enjoyment of the Lot of each Owner;

NOW THEREFORE, in consideration of the premises, Developer does declare the following to apply to all Lots within the Subdivision.

ARTICLE I
DEFINITIONS

1.01 **Association** shall mean and refer to **The Reserve at Reid Plantation Homeowners Association, Inc.**, its successors and assigns.

1.02 A **Common Area** shall mean any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of Owners.

1.03 A **Lot** shall mean each portion of the Subdivision which has been subdivided for use as an individual building Lot, as shown upon the Plat, and which is subjected to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by the recording of this Declaration.

1.04 An **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.05 **Developer or Declarant** shall mean and refer to **Home 101 Builders, LLC**, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

1.06 **Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Easements applicable to the Subdivision recorded in the Office of the Clerk of the Superior Court of Carroll County, Georgia.

1.07 **Member** shall mean and refer to those persons entitled to membership as provided in the Declaration.

1.08 **Plat or Plats** shall mean the final plat for **Reid Plantation, Phase One** of Subdivision, prepared by Carlton Rakestraw & Associates, dated January 21, 2004, recorded in Plat Book 86, Pages 6-8 in the Carroll County, Georgia, land records; final plat for **Reid Plantation, Phase Two** of Subdivision, prepared by Carlton Rakestraw & Associates, dated September 28th, 2004, recorded in Plat Book 85, Pages 182-185 in the Carroll County, Georgia, land records; and final plat for **Reid Plantation, Phase Three** of Subdivision, prepared by Carlton Rakestraw & Associates, dated August 30th, 2005, recorded in Plat Book 88, Pages 55-58 in the Carroll County, Georgia, land records; shall include any and all other plats of survey which shall be recorded pursuant to the provisions of Article 5, Section 5.04.

1.09 **Subdivision** shall mean the entirety of the real property described on the Plats, as may be expanded pursuant to Article 5, Section 5.04.

ARTICLE II
PERMITTED AND PROHIBITED USES

2.01 Residential Lots Only. All Lots in the Subdivision shall be known and described as residential Lots and shall be used for residential purposes only. No structure shall be created, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling. No Lot shall be used for a church, school, kindergarten, beauty shop or any commercial purposes.

2.02 Division of Lots Prohibited. No Lot shall be re-subdivided nor shall more than one house be erected on any Lot.

2.03 Temporary Buildings. No mobile home or modular home shall be placed or erected on any Lot of the Subdivision, except as may be used by Builder or Developer on a temporary basis. A mobile home is a detached single family dwelling unit built on a chassis and designed for long term occupancy, containing sleeping and living area, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on street or highways on its own wheels or on detachable wheels, arriving at the sites as a complete dwelling unity and ready for occupancy after minor incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, or the

connecting of two units together (referred to as a double wide), connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated transportable building consisting of building modules designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventionally on site constructed building and to be used for residential purposes. The use of prefabricated walls or trusses shall not be considered a modular home.

2.04 Outbuildings. No trailer, tent basement, shack, garage, barn or other outbuilding shall be placed or erected on any Lot in the Subdivision nor shall any structure of a temporary character be placed on any Lot in the Subdivision. A garage or storage building may be erected if the following criteria are met:

- 1) A full set of plans including foundation, framing and elevation plans with full details must be submitted to the architectural review committee, as hereinafter provided;
- 2) The building must be made with the same materials as are on the house, i.e., brick, stucco or vinyl siding;
- 3) The buildings must be located in the rear yard and in the center 1/3 of rear yard and a minimum setback from the rear property of 25 feet;
- 4) The building must have a 12 inch cornice section that matches the existing structure;
- 5) The maximum size of any structure will be 20 foot by 20 foot.

2.05 Animals. No animal, livestock, poultry, nor birds of any kind shall be raised, bred or kept on any Lot in this Subdivision except for dogs, cats and other household pets, which may be kept provided they are not bred or maintained for any commercial purpose.

2.06 Parking. Each Lot shall have within its boundaries adequate parking space surfaced with the same type surface that is utilized for the driveway thereon, to accommodate all vehicles of occupants customarily residing in and invitees, employees and contractors regularly visiting or serving the residents located thereon on a daily or weekly basis. In no event shall such vehicles be parked regularly on a daily or weekly basis on the public streets adjoining each Lot. No resident shall park vehicles on a utility easement or upon the landscaped yard. No junk cars or junk vehicles of any kind shall be allowed to remain on any Lot or street in the Subdivision.

(a) No automobile which is being repaired or stored shall be left in the front yard of any driveway or on any street nor shall the same be visible from any street.

2.07 Exterior of Home.

(a) No man made object may be placed in the front or side of any home, excluding one flag less than 3' x 4', flower pots and seasonal holiday decorations.

(b) All window treatments on the front of any house must be either white blinds, or window treatments with white backing.

(c) As the exteriors of homes need repairing or repainting, any change from the original color scheme must be approved in advance by the Architectural Review Committee. The request submittal should include color chips for Architectural Review Committee review. Repainting in the same color as the original color scheme does not require Architectural Review Committee approval.

(d) Storm doors are permitted, however, they must be either full glass or half glass/screen and be factory finished in white, dark brown or dark green. Other colors may be approved by the Architectural Review Committee provided they match the house trim or door in color.

2.08 Easements. The Lots are subject to the easements and building set-back lines as shown on the plat of said Subdivision. All Subdivision Lots are subject to the present location of any branch, stream or creek crossing any such Lots. Notwithstanding anything herein to the contrary, the developer hereunder shall have the right, but not the obligation, to relocate any such branch, stream or creek.

2.09 Fences. No fences shall be located in the front yard of any Lots. Any fences located in the back yard of any Lots shall be limited to decorative picket or split rail or privacy. All fencing must be unpainted cedar or pressure treated pine. The maximum height of such fencing is six (6) feet. Absolutely no chain link, wire type, or dog pens and runs are allowed.

2.10 Signs. Only a For Sale- signs, no greater in size than 2' x 3', will be allowed.

2.11 Recreational Vehicles or Trailers. No recreational vehicle or motor home, or boat may be stored or parked on a regular basis on any front yard, side yard, driveway, on the street or anywhere that will be visible from any street, this also includes tractor-trailers and buses and trucks over 30 feet in length. The term **regular basis** means 12 hours or more in a one-week period.

2.12 Garbage Receptacles. No trash disposal unit may be visible from the street. No garbage cans, receptacles, refuse containers or trash disposal unit may be utilized in the Subdivision except those that have been approved by the Architectural Control Committee. No private garbage collection service or sanitation service may be contracted with for garbage or refuse pick-up except those private services or companies or individuals that have been approved in advance by the Architectural Control Committee. Garbage receptacles must not be left at the street except on the day of pick-up.

2.13 Mail Boxes. Mail boxes for the Subdivision shall be contained in the community public area located at the entrance of the Subdivision.

2.14 Driveways. All front driveways or front driveway extensions must be poured concrete.

2.15 Area of Building. Any dwelling on any Lot in the Subdivision shall have a minimum of 1,200 square feet of heated floor space. The heated square footage mentioned above is exclusive of areas contained in open porches, carports, garages, and basements, it refers to heated living area only.

2.16 Exterior of Buildings. The visible exterior of any concrete blocks, cinder blocks, or other fabricated masonry block units shall have an exterior finish of rock, brick stucco, natural stone or similar covering or shall be painted.

2.17 Repair and Maintenance. Each Owner shall keep his Lot and the structure thereon in good repair and order, including but not limited to, the seeding, watering and mowing of the Lot, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care needed for the proper maintenance of his home. All care shall be maintained at such frequency as is consistent with good property management. Upon failure of an Owner to comply with this paragraph after written notice to do so, Developer or the Architectural Review Committee (or representative) may enter on the Lot of such Owner and maintain said Lot as per this paragraph at such Owner's expense, and Owner shall reimburse Developer or the Architectural Review Committee for the expense of same.

2.18 Satellite Dishes. Any owner desiring to install an antennae or satellite dish must receive prior approval by the Architectural Review Committee. Exterior antennae and satellite dishes may be no larger than one meter in diameter and no higher than twelve (12) feet above the roof line. Transmission-only antennae are prohibited. Antennae and dish shall be located in a place shielded from view from the street and from other Lots to the maximum extent possible.

2.19 Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on their Lot. No Lot within the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property within the Subdivision. No plants, animals, device or thing of any sort shall be maintained in the Subdivision whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Subdivision by other Owners and occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot.

2.20 Playground Equipment. No vegetable gardens or play equipment (including, without limitation, basketball goals) shall be erected on any Lot without the prior written consent of the Architectural Review Committee and any such items must be located between the rear of the dwelling and the rear lot line. Where play equipment is installed on a corner Lot and is visible from the street, it must be constructed of natural unpainted wood. No metal swing sets are allowed. Basketball goals may be installed provided they are mounted on a standard black post with a white or clear glass backboard, not visible from the street, and the Architectural Review Committee approves the location, height and type of goal and post. All portable basketball nets must be pulled to the rear of the house when not in use.

2.21 Basketball Nets. All basketball nets must be portable, and pulled to the rear of the house when not in use.

2.22 Pools. No above ground pools will be allowed unless located in the rear of the house in the backyard, and enclosed with a privacy fence no less than 72 inches in height.

2.23 Local Ordinances. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Subdivision now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

2.24 Unsightly or Unkempt Conditions . The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Subdivision.

2.25 Landscaping . Any addition or alteration to a Lot which makes a noticeable change from the street, or which might cause erosion, requires approval in advance from the Architectural Review Committee (i.e. retaining walls, landscape timbers, railroad ties). Landscaping should relate to the existing terrain and natural features of the Lot. Borders may not exceed four (4) inches above the ground and the material used must be of earth tones.

2.26 Statuary. No artificial or plastic decorations shall be permitted on the exterior of any Lot. Exterior sculpture, bird baths, bird houses, fountains, flags, etc., must be approved in advance by the Architectural Review Committee.

2.27 Exterior Lighting. No colored lights shall be used on any portion of a Lot except that decorative, ornamental and holiday lighting which will be permitted during the holiday season from the week of Thanksgiving though New Year's Day. Landscape lighting must be approved in advance by the Architectural Review Committee.

2.28 Clotheslines/Woodpiles. Woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets and adjacent property. Clotheslines are absolutely not permitted.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

3.01 Architectural Review Committee Created. There has been created and presently exists a committee known as The Architectural Review Committee. All references herein to a Review Committee or an Architectural Review Committee are to this Committee. The Review Committee is presently comprised of _____. The Committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At the time that all Lots are sold and residences are constructed thereon, then the record owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties. All plans that are required to be submitted for approval by said

committee must receive a majority vote of the members of the committee for approval.

3.02 Committee Approval Required. All plans for structures to be erected on any Lot of the Subdivision shall be submitted to the Architectural Review Committee for approval or disapproval prior to commencing construction of any variety on such structures. The Architectural Review Committee shall consider such plans within thirty (30) days from the date said plans were submitted or the same shall be considered approved by default. Before any house may be occupied, it must be completely finished on the exterior in accordance with said plans. All of the yard which is visible from any street must be planted with grass or have other suitable ground cover. Mailbox and supporting structure shall be complete and the design shall be in harmony with adjacent buildings as approved by the Architectural Review Committee, and the driveway surface must be either paved or the surface approved by the Architectural Review Committee. The builder of any proposed house within the Subdivision shall submit to the Architectural Review Committee for approval all exterior colors and roof elevations.

3.03 Approval Process. Matters presented to the Committee for action of the Declaration shall be in writing and acted upon within thirty (30) days after submission. Matters submitted but not acted upon within thirty (30) days shall be deemed granted. Any matter presented to the Committee and refused shall not be resubmitted for further action until one year has elapsed from the action of the Committee.

3.04 Waiver. The Architectural Review Committee may grant waivers from this Declaration in instances where unique and unusual circumstances prevail that would cause significant economic loss on the part of a Lot owner to comply with this Declaration and further provided, that no waiver shall be effective unless written notice thereof is mailed, postage prepaid, to all record Lot owners within fifteen (15) days prior to the granting of said waiver.

3.05 Submission of Information. Submission of the information herein required may be done until further notice or otherwise by delivering the same personally to any member of the Review Committee, or by mailing the same by United States mail to the Review Committee at the following address:

Home 101 Builders, LLC
311 W. I. Parkway
Dallas, GA 30132

3.06 Death or Resignation. In the event of the death or resignation of any member of the Review Committee, the remaining member or members shall have full authority to designate a successor.

3.07 Additional Members. The members of the Review Committee from time to time shall further be empowered to designate and name additional members to the Review Committee who shall be either owners of Lots within the Subdivision or spouses of Owners of Lots within the Subdivision.

3.08 No Members - Election. If at any time there are no members serving as a Review Committee for the Subdivision, the Review Committee may be reconstituted by petition or election of members to the Review Committee by Owners owning two-thirds (2/3) of the Lots within the Subdivision.

ARTICLE IV
COMMON AREA

4.01 Common Area. All portions of Reid Plantation Subdivision which the Declarant shall transfer or convey to the Association shall thereafter constitute Common Area. All portions of the Reid Plantation Subdivision which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights and easements set forth herein, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements.

4.02 Members Rights in Common Areas. Every owner of any Lot shall have a nonexclusive right and easement of enjoyment and use in and to the Common Area, and such right and easement shall be appurtenant to, and shall pass with, title to the Lot(s) owned by such Owner. Such right and easement of enjoyment and use are and shall be subject to any easements created herein and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Common Area, and the right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of the Owner of any Lot during any period in which assessment due to the Association from such Owner remains unpaid, and such period as the Board of Directors of the Association may consider appropriate for any infraction of its published rules and regulations. No such suspension, however, shall prohibit the Owner of any Lot from using the Common Area to the extent necessary for such owner to have access to and from his Lot. In addition, the Board of Directors may permit other persons who are not residents of any Lots to use the Common Areas upon such terms and conditions and for the payment of such fees as shall be determined by the Board of Directors

4.03 Maintenance of Common Area. The Association shall be responsible for the maintenance and repair of all Common Area.

4.04 The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot owners (excluding the Developer).

4.05 If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the Owners' easement.

ARTICLE V
PROPERTY OWNER'S ASSOCIATION

5.01 Establishment and Purpose. The Developer shall establish a property owner's association in the form of a Georgia non-profit corporation, herein referred to as the Association. The purpose of the Association shall be to accept and hold title to, construct, maintain, repair, landscape and improve the Common Areas and provide other public services for the mutual benefit

of Owners within the Subdivision and to collect, hold, administer and expend the Assessments provided for in Article VI hereof. The Association shall also be empowered to enact Bylaws and rules and regulations providing for the organization and operation of the Association and the utilization of Common Areas and public services provided or made available by the Association.

5.02 Required Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot in the Subdivision is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot. Each member shall be bound by the By-Laws and rules and regulations established from time to time by the Association, provided that the Association shall have no power to establish By-Laws or rules and regulations which:

- (a) Conflict with or vary the terms hereof as they may be amended;
- (b) Provide for voting rights of the Class A membership other than one (1) vote per Lot, on all issues and votes coming before the Association;
- (c) Are established by a vote of less than a majority of the votes cast in person or by proxy at a meeting of members at which a quorum is present and which is held not less than fifteen (15) days after written notice is sent to the Owners at their record address or such other address as any owner may furnish in writing to the Association of the time, place and purpose of the meeting, together with a copy of the proposed bylaw, rule or regulation or amendment thereto.

5.03 Classes of Membership; Voting Rights. The Association shall have two classes of voting membership; Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 5.02 of this Article V, except for those persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be entitled to vote only in regard to the following matters: (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Common Area; (c) any proposal pursuant to Article VIII of this Declaration to amend this Declaration; (d) any proposal to modify or amend the Articles of Incorporation or the By-Laws of the Association; and (e) any other matter for which it is herein specifically provided, or for which it is provided for by law, that approval of each and every class of membership of the Association is required. Except in regard to the foregoing matters, the Class A membership shall be a non-voting membership until such time as the Class B membership shall terminate, at which time the Class A membership shall be the sole class of membership and shall be entitled to full voting privileges.

When entitled to vote, one Class A member per Lot shall be entitled to vote on a particular issue. In other words, if two or more Class A members jointly own a Lot, only one member shall be entitled to vote.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full

voting membership and during its existence, the Class B member shall be entitled to vote on all matters and in all events. In addition to such other rights and privileges hereto granted, the Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate and cease to exist, and the Class B member shall become a Class A member insofar as it may then hold any interest required for membership by Section 5.02 of this Article V, upon the earliest to occur of (i) the date on which Declarant shall have conveyed to individual owners thereof seventy-five percent (75%) of the Lots within Subdivision, or (ii) seven years from the date this Declaration is recorded in the public land records of the County in which the Subdivision lies, or (iii) on such earlier date as the Declarant shall designate in written notice delivered to the Association.

From and after the date at which the Class B membership terminates and ceases to exist, such membership shall not be renewed or reinstated.

5.04 Additional Lots Hereafter Subjected to Declaration

(a) The Developer may, at any time, and from time to time, up to the date ten (10) years from the date this Declaration was recorded in the land records of the County in which the Subdivision lies, subject additional property or properties of **Home 101 Builders, LLC** to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by:

(i) Recording in the plat books of the County in which the Subdivision lies, a plat of survey showing and depicting the additional Lots being thereby subjected to this Declaration.

(b) From and after the subjecting of additional Lots to this Declaration, such additional Lots

(i) Executing and recording in the deed records of the County in which the Subdivision lies, a supplemental declaration to this Declaration describing such additional Lots and stating that this Declaration is thereby extended to, or shall thereafter apply to, such additional Lots; and shall thereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and Assessment provisions set forth in this Declaration. From and after the subjecting of such additional Lots to this Declaration, all terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Lots shall be a permanent charge thereon, and shall run with, such additional Lots.

(c) Any supplemental declaration which may be executed and recorded pursuant to the provisions of this Section 5.04 for the purpose of subjecting additional Lots to the terms and provisions of this Declaration, may set forth certain easements and restrictions which may apply only to the Lots being subjected to this Declaration by such supplemental declaration. Any such easements and restrictions which shall be set forth in any supplemental declaration shall be thereafter as binding on the Lots which are the subject of such supplemental declaration as if such easements and restrictions were set forth in their entirety in this Declaration.

(d) Notwithstanding anything contained herein to the contrary, including but not limited to the provisions of Article VIII of this Declaration, no approval from any Owner, member of the Association, or from anyone else whomsoever, shall be required for the Developer to subject any portion of **Reid Plantation Subdivision** to this Declaration as additional Lots.

ARTICLE VI
ASSESSMENTS FOR MAINTENANCE OF COMMON AREAS AND
OTHER PUBLIC SERVICES

6.01 Assessment. The Owner of each Lot within the Subdivision, for himself, his heirs, executors and assigns, as well as the Developer, covenants and agrees to pay to the Association, its successors and assigns, from the date of the purchase of any such Lot, an assessment (the Assessment) as provided for herein, to be utilized only to pay the cost of constructing, maintaining, repairing and operating any Common Areas established by Developer or the Association, for use by Lot owners within the Subdivision, and for the maintenance, upkeep, landscaping and improvement thereof and of roadsides and easements and to provide other public services to the extent not adequately provided by any public authority, including but not limited to underground electrical and/or telephone communication or other telecommunications service, garbage collection, street lighting and lighting of any easement areas and Common Areas. The cost of any of the aforementioned services shall be borne by the Owners on the basis of an equal Assessment for each Lot, whether same is built upon or not. Notwithstanding, the Assessment may be waived for unimproved Lots, such waiver to be in the sole discretion of the Developer (or the Association if the right to collect the Assessment has been transferred and assigned to the Association, pursuant to Section 6.04 herein). Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage or deed to secure debt.

6.02 No Absolute Liability. Absolute liability is not imposed on Owners for damage to Common Areas or Lots of if Subdivision is considered a Planned Unit Development by the Federal Housing Authority, VA or other government agency insuring mortgage loans within the Subdivision.

6.03 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, whether an Assessment, fine or other charge made against the Owner of such Lot, together with late charges, interest, and costs, including, without limitation, reasonable attorney=s fees actually incurred, as provided herein, shall be the personal obligation of the Owner, secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) the lien of any mortgage, deed of trust or security deed recorded prior to the recording of this Declaration; or (c) the lien of any purchase money mortgage, purchase money deed of trust or purchase money security deed encumbering the Lot, provided that the mortgagee, beneficiary or security deed holder was not an owner of the Lot while any Assessments, fines or charges were outstanding or unpaid.

6.04 Assessment Limited. All Owners purchasing a Lot in the Subdivision shall pay at the time of purchase an initiation fee into the Association in the amount of **Two Hundred Dollars (\$200.00)**, and thereafter the annual Assessment shall be **Four Hundred Dollars (\$400.00)**, payable annually on or before January 1st of each year. Such Assessment amount may be increased by the

Developer at any time until such time as the Developer has transferred more than fifty percent (50%) of the Lots to the other Owners. After the Developer has transferred more than fifty percent (50%) of the Lots, the Assessment amount may be increased by a vote of sixty percent (60%) of the Owners of the Lots within the Subdivision provided that any increase in the monthly payment shall not exceed ten percent (10%) of the amount of the monthly Assessment assessed at the end of the previous calendar year, unless an increase in excess of ten percent (10%) is approved by the vote of eighty percent (80%) of the Owners. The Assessments provided for herein shall be held separately by the Developer until turned over to the Association at the time the Class B membership terminates pursuant to paragraph 5.03 (b) and shall only be used for the aforesaid purposes.

6.05 Effect of Nonpayment of Assessments: Remedies of the Association. The personal obligation of each Owner and the lien for Assessments shall also include:

- (a) A charge not in excess of the greater of ten percent (10%) of the amount of each Assessment or installment thereof not paid when due, as liquidated damages as a best estimate of damages arising out of the inconvenience and cost to the Association of any late payment;
- (b) Interest on each Assessment or installment thereof, as well as on any late charge pertaining thereto, which is not paid within thirty (30) days from the due date. Such interest shall accrue from the date the delinquent obligation was first due and payable at an annual rate equal to the lesser of eighteen percent (18%) or the highest rate permitted by law, until paid;
- (c) The costs of collection, including court costs, the expenses required for the protection and preservation of the lien and the collateral, and reasonable attorney's fees actually incurred; and
- (d) The fair rental value of the Lot in question from the time of the institution of an action until the sale of the Lot at foreclosure, or until judgment rendered in the action is otherwise satisfied.

6.06 Suit to Enforce/Foreclose Lien. In the event that the Assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien, provided the Association complies with the Notice provisions of paragraph 6.07 herein. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

6.07 Notice of Enforcement of Lien. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses which the Owner may have designated to the Association in writing, the lien may be foreclosed by the Association by an action, judgment, and foreclosure in the same manner as other liens on improved real property. The notice shall specify the amount of the Assessments then due and payable, together with authorized late charges and interest accrued thereon. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The lien for Assessments shall lapse and be of no further effect, as to Assessments or installments thereof, together with late charges and interest applicable thereto, which first become due and payable more than three years prior to the date upon which the notice contemplated in this paragraph is given or more than three years prior to the institution of an

action therefore if an action is not instituted within 90 days after the giving of the notice.

6.08 No Waiver of Lien. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of any Lot, the non-use of any Common Area or other Association-provided service, or the purported withdrawal from the Association. No diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or any bylaws adopted by the Association (the ABylaws_), or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

6.09 Application of Payments Toward Lien and Costs. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent Assessments.

ARTICLE VII
COVENANTS, MEANS OF ENFORCEMENT, ENFORCEABILITY,
JOINTLY AND SEVERALLY

7.01 Independent and Separate. Each and every one of the terms and provisions of this Declaration shall be considered to be independent and separate and, in the event any one or more of such terms or provisions shall for any reason be held to be invalid or unenforceable, all remaining terms and provisions shall nevertheless remain in full force and virtue.

7.02 Enforcement. Each Owner and occupant of each Lot shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by Developer, the Association or by any other Owner. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Review Committee shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing.

7.03 Self-Help. In the event of a violation or breach of any restriction, condition or provision contained in this Declaration, in addition to any other remedies provided for herein, the Architectural Review Committee or the Association may give the violating Owner ten (10) days written notice of its intent to exercise self-help. Self-help, as used in this paragraph and this Declaration, means the right of the Association or the Review Committee, through their respective agents/or employees, to enter at all reasonable times upon any Lot or structure thereon, as to which a violation, breach or other condition contrary to the provisions of this Declaration may exist, and investigate, abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws of the Association, or the rules or regulations or other restrictions incident thereto, without being deemed to have committed a trespass

or wrongful act solely by reason of such entry and such actions. All costs of exercising such self-help, including without limitation, reasonable attorney's fees, together with interest on such costs and/or fees at the highest rate allowed by Georgia Law, shall be assessed against the violating Owner and shall be enforced and collected as provided for in this Declaration for the collection of Assessments, and any lien resulting therefrom shall maintain the same priority as that of the lien for assessments pursuant to Paragraph 6.03 herein.

7.04 Injunction, Suit for Specific Performance, Etc., It is agreed that in the event of a violation of any of the within Covenants, the economic detriment to any party hereto shall be indefinite and incapable of determination and that this Declaration, therefore, may be enforced in equity by injunction, restraining order or by suit for specific performance.

7.05 Attorney's Fees. In the event that any party hereto successfully institutes an action for enforcement, resulting in a final judgment or decree of injunction, specific performance or providing for monetary damages, the party violating this Declaration shall pay all costs of the court and reasonable attorney's fees associated with the institution and prosecution of such action.

ARTICLE VIII
AMENDMENT

8.01 Amendment. This Declaration may only be amended in accordance with the following requirements and procedures:

(a) Such amendment must be approved by the record Owners of two-thirds (2/3) of the Lots within the Subdivision, provided that the Developer, his successors or assigns may amend this Declaration so long as Developer, his successors or assigns owns any Lot within the Subdivision. Such amendment shall be effective only upon the recording of the written amendment(s), signed by one or more record Lot owners (including the Developer), attaching the written evidence of the approval of said amendment by the requisite number of record Owners or, if applicable, the Developer.

(b) Notwithstanding the foregoing, the Developer, his successors or assigns, so long as it has record title to more than one of the Lots in the Subdivision, reserves the right at any time to amend the Declaration and/or the plat as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes in such a way as to be beneficial to all purchasers or to further clarify and to explain the obligations, responsibilities and limitations of the Owners as set forth in the preamble hereof.

ARTICLE IX
STREETS

9.01 Streets. Developer has, or will shortly dedicate the streets within the Subdivision to Carroll County, which shall be responsible for the maintenance and upkeep of same.

ARTICLE X
MISCELLANEOUS

10.01 Covenants run with the Land. The protective covenants and restrictions set forth herein shall apply to the property described above and shall be covenants running with the land and shall be binding on all parties, persons or entities owning a Lot or Lots in the property described above.

10.02 Use of Undeveloped Lot as Road. The restrictions and covenants set forth herein shall not limit or prohibit the Developer, its successors or assigns, from using a Lot or Lots as a road, street or driveway to other property, provided that any Owner of a Lot, Developer, shall obtain the written permission of the Developer before any Lot may be used as a street, driveway or road to any other property. Such written consent is in the sole discretion of the Developer and may be granted upon such terms as Developer deems appropriate.

10.03 Non-Enforcement does not Constitute Waiver. The failure of the Association, Declarant or the Architectural Review Committee to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenants, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association, the Declarant or the Architectural Review Committee of any term, covenant, conditions, provision, or agreement shall be deemed to have been made unless expressed in writing and signed by the Association, the Declarant or the Architectural Review Committee.

10.04 Easement for Corrective Purposes. For a period of five (5) years from the date of conveyance of the first Lot in a parcel, the Declarant reserves a blanket easement and right on, over and under the ground within that parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Declarant any emergency exists which precludes such notice.

10.05 Duration of Covenants, Restrictions, Reservations and Servitudes. The covenants and restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of, and shall be enforceable by, the Association, the Developer or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provisions shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods often (10) years, unless a written instrument reflecting disapproval signed by a majority of the then Owners has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent provided therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

IN WITNESS WHEREOF, declarant has caused these protective covenants and restrictions to be executed this 5th day of April 2004.

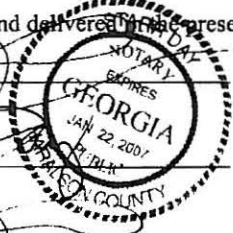
Signed, sealed and delivered in the presence of:

Witness

Stan
Notary Public

Witness

Stan Day
Notary Public



Timothy Scott Randolph
By: Timothy Scott Randolph, President of
TSR Development, Inc.
Title: Member, Home 101 Builders, LLC

Joseph E. Kennedy
By: Joseph E. Kennedy, Sole Member of
Craftsman Homes, LLC
Title: Member, Home 101 Builders, LLC



DEC 13 2005
RECORDED _____ KENNETH SKINNER, CLERK