BOOK 3194 PAGE 148

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RETURN TO:
[illegible], MORSE & ROSS
[illegible] Riverdale Road
Riverdale, GA 30274-1698

Karol E Taylor
Feb 11 2 30 PM '99

CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

99-31671
MULTI-SPECS, INC.

GEORGIA, HENRY COUNTY

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS TO PROPERTY OF HUNTCLIFF PARTNERS, LLC. AND BEING KNOWN AS HUNTCLIFF SUBDIVISION, AND BEING LOCATED IN LAND LOTS 232, 249 & 250 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 3rd day of February, 1999, by Huntcliff Partners, LLC., (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Henry County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof, (hereinafter referred to as the "Submitted Property"); and

WHEREAS, Declarant intends to develop on the Submitted Property, a subdivision to be known as "Huntcliff " (hereinafter referred to as the "Subdivision"); and

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the "Subdivision";

NOW THEREFORE, the Declarant hereby declares as follows:

A. That the Submitted Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions and easements, all of which are in furtherance of a plan for Subdivision, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title

or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his/her heirs, successors and assigns.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

ARTICLE I - DEFINITIONS

The following terms, when used herein, shall have the meaning ascribed thereto below:

1.1 **"Architectural Control Committee"** shall mean the committee established pursuant to Article V to supervise compliance with the "Design Standards".

1.2 **"Articles"** shall mean and refer to the Articles of Incorporation of the "Association", as amended from time to time.

1.3 **"Assessment"** shall mean and refer to an "Owner's" share of the charges, fees or other expenses from time to time assessed against the Owner by the "Association" in the manner herein provided.

1.4 **"Assessment Year"** shall mean the calendar year.

1.5 **"Association"** shall mean Huntcliff Homeowners Association, Inc., a Georgia non-profit corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and assigns.

1.6 **"Board"** shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and By-Laws.

1.7 **"By-Laws"** shall mean and refer to the By-Laws of the Association which have been adopted by the Board, as they may from time to time be amended.

1.8 **"Commencement Date"** shall mean the date designated by Declarant, upon which "Lots" become subject to Assessments.

1.9 **"Common Property"** shall mean all real and all personal property in which the Association owns an interest for the common use and enjoyment of all the "Owners". Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easements.

1.10 **"Declarant"** shall mean and refer to: (a) Huntcliff Partners, LLC., or (b) any successor-in-title to Huntcliff Partners, LLC. in all or some portion of the Submitted Property provided such successor-in-title shall acquire such property for purposes of development and sale, and provided

further, that in a written instrument, such successor-in-title is expressly designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance.

1.11 "Design Standards" shall mean those standards stated herein and the standards adopted, promulgated, amended, revoked and enforced by the Architectural Control Committee.

1.12 "Lot" shall mean a parcel of land designated as a lot on a "Plat" of the Subdivision that is recorded of record in the office of the Clerk of the Superior Court of Henry County, Georgia.

1.13 "Owner" shall mean the record owner (including Declarant), whether one or more persons or entities, of the fee simple title to any Lot upon which a permanent home has been constructed and is occupied in accordance with this Declaration; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner. "Owner" shall further mean and include Declarant until one (1) year after the sale of the last lot proposed to be developed on the Property described in Exhibit "B" hereto attached.

1.14 "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.15 "Submitted Property" means the property described in Exhibit "A" hereto attached and by reference made a part hereof. The property described in Exhibit "B" hereto attached and by reference by a part hereof shall not be considered as "Submitted Property" and is not subject to the terms of this document until added by amendment hereto.

1.16 "Two-Thirds Vote" means a favorable vote by at least two-thirds (2/3rds) of the votes which are represented in person or by proxy and voting at a meeting of Owners duly held in accordance with the provisions of the By Laws of the Association and this Declaration.

1.17 "Structure" means (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvements to such Lot; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of the Section 1.17 applies to such change.

1.18 "Subdivision" means the Property subdivided, having a plat made thereof, and approved by Henry County, Georgia, and any property subsequently added thereto by amendment.

1.19 "Plat" or "Plats" means the subdivision plat recorded in the Office of the Clerk of Superior Court of Henry County, Georgia.

ARTICLE II - COMMON PROPERTY

2.1 Conveyance of Common Property:

2.1.1 The Declarant may from time to time convey real and personal property to the Association, or grant easements to the Association to be held by the Association as Common Property. The Association hereby covenants and agrees to accept from the Declarant, and shall be deemed to automatically accept, all such conveyances of Common Property.

2.1.2 It is contemplated by the Declarant that the Declarant may convey to the Association Common Property for scenic and natural area preservation, recreational use and landscape maintenance. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this Declaration at any time prior to conveyance of such Common Property to the Association.

2.1.3 In addition to the property described in Section 2.1.2, the Declarant may convey to the Association in accordance with this Section 2.1.3 such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Subdivision.

2.1.4 Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Submitted Property owned by the Declarant and designated as Common Property, future Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any third party, municipality or other governmental body, agency or authority.

2.2 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right and easement shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions as it may from time to time establish. The right of the Association to permit persons who are not Owners to use and enjoy part or all of the Common Property, includes the right of the Association to establish different categories of rights to use the Common Property, including varying rights for residents of the Subdivision, of adjoining subdivisions, and of others. The right and easement of enjoyment granted or permitted by this Section 2.2 is subject to suspension by the Association as herein provided.

2.3 Rights of the Association. The rights and privileges conveyed in Section 2.2 hereof shall be subject to the right of the Association acting through the Board to: (a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property; (b) borrow money for the purpose of carrying out the activities of the Association, and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from Assessments, user fees and other sources; provided, however, that during the period after the time when the Declarant's right to appoint members of the Board has expired, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by the Declarant and a two-thirds vote; (c) grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system; (d) dedicate or transfer all or any part of the Common Property or interests therein to any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a two-thirds vote, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority; (e) charge reasonable fees in connection with the admission to and use of its facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes; (f) suspend, pursuant to Section 3.5, the voting rights of any Owner and the right of enjoyment granted or permitted by Section 2.2; (g) sell, lease or otherwise convey all or any part of its properties and interests therein; and (h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

2.4 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may, subject to the applicable zoning ordinances of Henry County, Georgia, designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds vote and consent of the Declarant, be used for any different purpose or purposes.

2.5 Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By Laws, his right to use and enjoy the Common Property.

ARTICLE III - THE ASSOCIATION

3.1 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the Subdivision. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the duties and obligations of the Association as set forth in this Declaration.

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration or the By Laws of the Association.

3.3 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 3.2, 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 a non-voting membership except as to such matters and in such events as are hereinafter specified.

The Class A Members shall be entitled to full voting privileges on the earliest of the following dates to occur: (i) the date which Declarant may so designate by notice in a writing delivered to the Association; or (ii) sixty (60) days after the date on which Declarant no longer owns any property within the Expansion Property; or (iii) December 31, 2015. Before the earliest of these dates to occur, the Class A Members shall be entitled to vote only on any proposal of merger, consolidation or dissolution of the Association or on any other matter for which it is provided by law that approval of each and every class of membership of the Association is required.

When entitled to vote, Class A Members shall be entitled to cast one vote for each lot in which they hold and interest required for membership. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot shall not be counted.

(b) Class B.

The Class B Member shall be the Declarant. 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. At such time as Class A Members shall be entitled to full voting privileges, as

provided in paragraph (a) above, the Class B Membership shall automatically terminate and cease to exist, and Declarant shall become a Class A Member insofar as it may own lots in the Subdivision.

3.4 **Board of Directors.**

3.4.1 The affairs of the Association shall be managed by the Board. The number of Directors and the method of election of Directors shall be as set forth in the By Laws.

3.4.2 The Board of Directors are empowered to borrow funds for the operation, maintenance and further development of property titled in the name of the Association. Said loans may be paid from the assessments levied under Article IV hereof.

3.4.3 The Board of Directors may authorize the payment of salaries to its members and the reimbursement of out-of-pocket expenses and travel expenses of its members that are incurred for the benefit of the Association.

3.5 **Suspension of Membership.** The Board may suspend the voting rights of any Owner and the right of enjoyment of the Common Property of any person who (a) shall be subject to the "Right of Abatement" (as defined in Section 8.2) by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards within thirty (30) days after having received notice of the same pursuant to the provisions hereof; (b) shall be delinquent in the payment of any Assessments; or (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Property. Such suspension shall be for the balance of the period in which such Owner or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.6, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.6 **Termination of Membership.** Membership shall cease only when a person ceases to be an Owner.

3.7 **Voting Procedures.** The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Owners shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles and the By Laws.

3.8 **Control by Declarant.** Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles or in the By Laws, the Declarant hereby retains the right to appoint and remove any member or members of the Board and any officer or officers of the Association until

such time as the first of the following events shall occur (a) until one (1) year after the sale of the last lot of all proposed lots to be developed on the Property described in Exhibit "B" hereto attached; or (b) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section 3.9, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. A special meeting of the Association shall be called at such time. At such special meeting, the Owners shall elect a new Board which shall undertake the responsibilities of the Board and Declarant shall deliver to the newly elected Board the books, accounts and records, if any, which Declarant has kept on behalf of the Association. Each Owner, by acceptance of a deed to, or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section 3.9. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.9 Meetings. No meeting of the Association can take place unless at least one member of the Declarant is present and empowered to vote in behalf of the Declarant. Until the Declarant has surrendered its voting rights, any action taken by the Association at which a member of the Declarant was not present and empowered to vote shall be void.

ARTICLE IV - ASSESSMENTS

4.1 Covenant for Assessments and Creation of Lien and Personal Obligation. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows: (a) to pay to the Association the annual Assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him; (b) to pay to the Association any special Assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him; (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such Assessments are made to secure payment of such Assessments and any interest thereon as provided herein and costs of collection, including reasonable attorney's fees; (d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is subordinate to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior; and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (A)

to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alteration of Structures; (e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any Assessment thereafter assessed; and (f) that all annual and special Assessments (together with interest thereon as provided in this Declaration and costs of collection including reasonable attorney's fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent Assessments shall not pass to an Owner's successor-in-title unless expressly assumed by such successor.

4.2 **Purpose of Assessment.** The Assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the inhabitants of the Subdivision, including, but not limited to, security services and systems, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions, the enforcement of the Design Standards, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association.

4.3 **Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.4 **Annual Assessment.** Each year the Declarant will set the annual Assessment. Unless otherwise stated, said annual assessment shall be due and payable within thirty (30) days from the date the annual assessment is set. Annual Assessments may be amended by Declarant at any time without notice to the Owners or members of the Association.

4.5 **Special Assessment for Capital Improvements.** In addition to the annual Assessments authorized by this Article IV, the Association may levy, in any Assessment year and with such frequency as the Association shall deem necessary, special Assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property.

4.6 **Assessment Procedure.**

4.6.1 The Board shall establish the annual Assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual

Assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual Assessment and the Due Date. The annual Assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual Assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special Assessments which may be levied in accordance with the provisions of this Article IV.

4.6.2 All Owners shall be given written notice by the Board not less than ten (10) nor more than thirty (30) days in advance of any meeting of the Owners at which the Board shall propose taking action pursuant to Section 4.5. For the purposes of this Section 4.6, the presence of Owners or of proxies entitled to cast fifty (50) percent of all of the votes shall constitute a quorum. If the quorum required by this Section 4.6.2 is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement.

4.7 **Uniform Rate of Assessment.** Both annual and special Assessments must be fixed at a uniform rate for all Lots.

4.8 **Effect of Nonpayment of Assessment.** Any annual Assessment which is not paid on or before the Due Date and any special Assessment which is not paid on or before the date set by the Board shall bear interest after the Due Date with respect to annual Assessments or the date set by the Board with respect to special Assessments, at the lower of the highest legal rate of interest which can be charged or the rate of eighteen (18) percent per annum or at such rate as the Board may from time to time establish; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an Assessment, the Board may declare any remaining balance of the Assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.9 **Certificate of Payment.** Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all Assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all Assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.10 Approval by Declarant. Notwithstanding anything to the contrary contained herein, no Assessment shall be made without the approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Architectural Control Committee - Creation and Composition.

5.1.1 The Architectural Control Committee shall consist of not less than one (1) nor more than three (3) individuals; provided, however, that the Architectural Control Committee shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, all members of the Architectural Control Committee shall be appointed by the Declarant until the last lot of all proposed to be developed on the property described in Exhibit B has been developed and sold. Upon the expiration of Declarant's right to appoint members of the Architectural Control Committee, all members of the Architectural Control Committee shall be appointed by the Board. All costs of operating the Architectural Control Committee shall be borne by the Association.

5.1.2 Each initial member of the Architectural Control Committee shall be appointed for a term expiring on December 31, 2001. Thereafter each member of the Architectural Control Committee shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the Architectural Control Committee by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the Architectural Control Committee shall continue to act and such vacancy shall, subject to the provisions of Section 5.1.1, be filled by the Board at the earliest possible time. Any Architectural Control Committee member may resign at any time by giving written notice of such resignation to the Chairman of the Architectural Control Committee and such resignation shall take effect on receipt thereof by the Chairman. Any member of the Architectural Control Committee may be removed at any time with or without cause by the Declarant (or Board if at such time the Board has the right to appoint members of the Architectural Control Committee).

5.2 Purposes, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the Architectural Control Committee for approval: (a) as to whether the proposed installation, construction or alteration complies with the Design Standards and is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Subdivision; and (b) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in

connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to improve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.3 Officers, Subcommittees and Compensation. The members of the Architectural Control Committee shall appoint a Chairman from among their number and may appoint from among their number
such other officers and subcommittees of members of the Architectural Control Committee as they shall from time to time determine necessary. The members of the Architectural Control Committee shall be reimbursed by the Association for traveling expenses and other our-of-pocket costs incurred in the performance of their duties as members of the Architectural Control Committee.

5.4 Operations of the Architectural Control Committee.

5.4.1 Meetings. The Architectural Control Committee shall hold regular meetings at least once every three (3) months or more often as may be established by the Architectural Control Committee. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the Architectural Control Committee then in office. Regular and special meetings of the Architectural Control Committee shall be held at such time and at such place as the Architectural Control Committee shall specify. Notice of each regular or special meeting of the Architectural Control Committee shall be mailed or hand delivered to each member thereof at his residence or usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the Architectural Control Committee who signs a waiver of notice either before or after the meeting. Attendance of a member of the Architectural Control Committee at a meeting shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the Architectural Control Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein the act of the majority of the members of the Architectural Control Committee present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the Architectural Control Committee. In the absence of a quorum, any member of the Architectural Control Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The Architectural Control Committee shall maintain both a record of notes and minutes for each of its meetings. The Architectural Control Committee shall make such records and minutes available at reasonable places and times for inspection by Owners. Any action required to be taken at a meeting of the Architectural Control Committee, or any action which may be taken at a regular meeting of the Architectural Control Committee, may be taken without a meeting if written consent, setting forth the action taken, shall be signed by all the members of the

Architectural Control Committee. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the Architectural Control Committee.

5.4.2 Activities. (a) The Architectural Control Committee shall adopt and promulgate the Design Standards and shall, as required, make findings, determinations, rules, and orders with respect to the conformity with the Design Standards or plans and specifications submitted to the Architectural Control Committee for approval pursuant to the provisions of this Declaration. The Architectural Control Committee shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration; and (b) any two (2) or more members of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval, permit or authorization; subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by application to the Architectural Control Committee as provided in Section 5.4.2. Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of the majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

5.5 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless two (2) sets of plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee in the Design Standards, including, but not limited to: (a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces, including the number thereof; (b) a foundation plan; (c) a floor plan; (d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all backfilling and landscaping are completed; (e) specifications of material, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and (f) plans for landscaping and grading.

5.6 Approval of Plans and Specifications. The Architectural Control Committee will make the final approval decision in writing based on the siting, exterior elevations, materials and details. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, one copy of such plans and specifications bearing such approval, in writing, together with any conditions imposed, will be returned to the applicant submitting the same to be retained as the "Applicant's Approved Set." Any changes or modifications made to the Applicant's Approved Set must be first submitted for the Architectural Control Committee's approval prior to construction of those changes. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any such Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter; such plans and specifications, as approved, and any conditions attached to any such approval.

5.7 Disapproval of Plans and Specifications. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following: (a) failure of the to include such information in such plans and specification as may have been reasonably requested; (b) the failure of such plans and specifications to comply with this Declaration or the Design Standards; or (c) any other matter which, in the sole judgment of the Architectural Control Committee, would adversely affect the Subdivision or any additions thereto.

5.8 Inspections. The Architectural Control Committee shall have the right to enter upon each lot for the purpose of making appropriate inspections of matters that are within its jurisdiction. Such inspections and entries can be done without notice. The Owner specifically waives any claims for damages that the Owner may have that occur as the result of the entry or inspection of the lot and improvements contained thereon.

5.9 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Association shall have the rights set forth in Article VIII.

5.10 Certification of Compliance.

5.10.1 Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Control Committee, the

Architectural Control Committee shall, upon written request of the Owner thereof or upon the Architectural Control Committee's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the Architectural Control Committee.

5.10.2 Any Certificate of Compliance issued in accordance with the provisions of this Section 5.10.2 shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of the Structures or the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.10.3 The issuance of a certificate of Compliance with respect to any Structure shall in no way be construed to certify to any party that such Structure has been built in accordance with any applicable rule or regulation.

5.11 Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to this Declaration. The fee shall be established from time to time by the Architectural Control Committee and published in the Design Standards.

5.12 Nondiscrimination by Architectural Control Committee. The Architectural Control Committee shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, national origin or veteran status. Further, the Architectural Control Committee in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age, national origin or veteran status.

ARTICLE VI

GENERAL COVENANTS, RESTRICTIONS AND DESIGN STANDARDS

6.1 Residential Use of Property. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes in the Subdivision from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on any business related to the improvement, construction, marketing and sale of the Lots, including the use of a home as a model home, sales center, production office, construction office and marketing office. Any such

model home or sales center, production office, construction office or marketing office shall provide for adequate off-street parking for visitors. Provided further, private offices may be maintained by Owners in dwellings located on any of the Lots so long as such is incidental to the primary residential use of the dwellings.

6.2 **Single Family Dwellings.** No dwelling unit shall be permitted an any Lot that has a ground floor area of the main structure, exclusive of one-story open porches, and garages, of less than 1,500 square feet. All dwellings shall have a paved driveway leading from the public road right of way to the garage. Each unit shall have a functional two-car garage attached to the residence.

There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in the Subdivision, any nuisance of any kind or character. No noxious or offensive activity shall be carried on upon any lot in said development, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. The determination of what constitutes an "annoyance" or "nuisance" shall be in the sole discretion of the Declarant or the Association.

6.3 **Walls and Fences.** No fence or wall shall be erected, placed, or altered on any lot, unless approved in writing by the Architectural Control Committee. The exposed part of retaining walls and foundations shall be made of brick, natural stone, landscaping timbers, railroad ties, stucco, Dryvit or veneered with brick or natural stone.

6.4 **Subdivision of Lots.** One or more lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee.

6.5 **Terraces, Eaves, etc.** For the purpose of determining compliance or non-compliance with the building line and natural, undisturbed buffer requirements set forth on the Plat, terraces, cantilevers, patios, drainage facilities, detention ponds, lawn furniture and recreational equipment shall be considered as a part of the Structure.

6.6 **Garages.** All garages must be attached to the dwelling and must be large enough to accommodate at least two (2) automobiles. All garages shall have doors.

6.7 **Detached Buildings of Permanent Nature.** There shall be no detached garages or other outbuildings of a temporary or permanent nature constructed, placed, or erected on any lot without the prior written approval of the Architectural Control Committee.

6.8 **Delivery Receptacles and Property Identification Markers.** The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name, signs for such receptacles, as well as property identification.

6.9 **Use of Outbuildings and Similar Structures.** Except as otherwise provided in this Section 6.9, no structure of a temporary nature shall be erected or allowed to remain on any Lot, unless approved in writing by the Architectural Control Committee, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be situated on any Lot, either temporarily or permanently, unless approved in writing by the Architectural Control Committee. Provided, however, that Declarant and others engaged in construction on the Lots may use sheds or other temporary structures during construction for purposes of construction without the approval of the Architectural Control Committee, and may maintain temporary real estate office for the sale of Lots or homes in the Subdivision, without the approval of the Architectural Control Committee. No fuel tanks shall be located on any Lot.

6.10 Completion of Construction. The Architectural Control Committee shall have the right to take appropriate action, whether at law or in equity, to compel the immediate completion, including landscaping, of any Structures not completed within nine (9) months from the date of commencement of construction. Construction shall be deemed to commence on the date of issuance of the building permit.

6.11 Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

6.12 Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become any annoyance or nuisance to the Owners. The determination of what constitutes "offensive activity" shall be in the sole discretion of the Declarant or the Association.

6.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except such signs as comply with the provisions hereof. Declarant and builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any Lot in the Subdivision, the only signs permitted on his Lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area), and (b) a single sign to rent or sell said Lot of a type used by Brokers in the Atlanta metropolitan area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory to it, the Architectural Control Committee may, at is option, notify the Owner in writing, and the sign will be removed and will be replaced with a sign satisfactory to the Architectural Control Committee showing that the Lot or Lots are either for sale or rent, the agent, and its or the Owner's telephone number. The limitations of this Section 6.13 shall apply to signs of all types, including banners, signs or cloth, paper, cardboard or other materials.

6.14 Unsightly Conditions. The pursuit of activities which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot. The determination of what constitutes disorderly, unsightly or unkempt conditions shall be in the sole discretion of the Declarant or the Association.

6.15 Clearing of Lots. One of the principal purposes of this Declaration is to minimize the disturbance of the state of the Property during the construction period and thereafter. No healthy trees, measuring six inches or more in diameter at a point two feet above ground level, flowering trees or shrubs may be removed without the written approval of the Architectural Control Committee, unless necessary in the construction of said house, driveways or walkways. Cleared areas for any house itself shall not exceed an average of 15 feet on either side and 40 feet on the front and rear of the Structure, unless approved in writing by the Architectural Control Committee. Any clearing or grading of land at any time shall be done in conjunction with the erosion and sediment control measures as outlined by the soil and sedimentation control ordinance of the county in which the Property is located and in accordance with the Design Standards.

6.16 Aesthetics and Screening. No plumbing vents shall be visible from the street on which the house is fronting and no heating vent shall protrude on the front side of any roof. No window air conditioning units shall be visible from any street.

6.17 Antennae and Satellite Dishes. No radio or television transmission or reception towers or antennae shall be erected on any Lot other than customary antennae which do not exceed ten (10) feet in height above the roof-ridge line of any house, and which are mounted on the rear of the house, unless approved in writing by the Architectural Control Committee. In no event shall free standing transmission or receiving towers be permitted. Satellite dish antennae shall be permitted on a Lot provided they are not in sight-distance of any street. No satellite dishes or other satellite transmission receivers shall be placed or erected on any lot unless such satellite dish is smaller than 36 inches in diameter and is mounted on the rear so that such satellite dish is not visible from any street.

6.18 Mobile Homes, Trailers, Trucks, School Buses. No house trailers or mobile homes of any kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity shall be kept, stored or parked overnight either on any street or on any Lot, except such vehicles which are parked entirely within enclosed garages, unless such keeping, storing or parking is approved in writing by the Architectural Control Committee. Improperly parked vehicles may be towed at the owner's expense.

6.19 Garbage and Refuse Disposal.

6.19.1 No person shall dump rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

6.19.2 Except during approved construction, no person shall burn rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

6.19.3 Except for building materials employed during the course of construction of any Structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in the manner set forth in the Design Standards. If such waste or other material is found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee.

6.19.4 If rubbish, garbage, or any other form of waste is being disposed of by being collected on a regular and recurring basis, sanitary containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such a pick-up. At all other times such containers shall be installed underground or screened or enclosed in the manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

6.20 Changing Elevations. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any Lot for any business or commercial purpose or otherwise. No elevation changes shall be permitted which materially affect surface grade or surrounding Lots, unless approved in writing by the Architectural Control Committee.

6.21 Utility Facilities. All utility lines, including, without limitation water, telephone, gas, electricity, cable television and sewerage systems, shall be located underground.

6.22 Driveways and Entrances to Garages. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality.

6.23 Off-Street Parking. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles and other vehicles, including, without limitation, unlicensed vehicles. No Owner shall park his automobile, boat or other vehicle on the streets of the Subdivision as a matter of course. In addition, no commercial trucks or other commercial vehicles shall be stored on any Lot or street except while parked in an enclosed garage.

6.24 Buffers. Areas designed on the Plat as "Buffers" shall not contain Structures, except for: (a) uses permitted under Section 6.5; (b) any Structure of a type which may be developed under applicable building codes without the necessity for continuous footings (not to include pier pads for decks, solarium type structures or patios), which require inspections; and (c) development Structures required by engineering considerations for the Subdivision, such as detention ponds, underground utilities and the streets and driveways as shown on the Plat. Swimming pools shall not be constructed in the "Buffers."

6.25 **Landscaping.** All landscaping plans shall be submitted to and approved by the Architectural Control Committee. The front yard of all lots shall be sodded. There shall be no planting beds covered with gravel or pinebark.

6.26 **Maintenance of Lots.** Each Lot shall be maintained in a sightly and sanitary condition and grass and landscaping shall be properly maintained. Should any Owner fail or refuse to maintain his Lot in such condition, the Association shall be entitled to provide written notice to such Owner of the deficiencies in maintenance, as determined by the Association. If such deficiencies in maintenance are not corrected within thirty (30) days after receipt of such written notice by such Owner, the Association may, at the expense of the Owner, enter the Lot and perform such maintenance. The cost of such maintenance may be specially assessed against the Owner of such Lot, and the Association shall have lien rights therefor as in the case of other assessments. The provisions of this Paragraph permitting the Association to perform maintenance and assess the cost thereof shall not apply to any Lots owned by Declarant.

6.27 **Entrance Monuments.** Declarant shall have the right to construct an entrance monument at the entrance of the Subdivision without the proper approval of the Architectural Control Committee. The Association reserves the right to enter onto these lots for maintenance of said monuments.

6.28 **Clotheslines.** No outside clotheslines placed on any Lot shall be visible from any adjacent Lot, Common Property or street.

6.29 **Recreational Equipment.** Recreational and playground equipment placed or installed on any Lot shall be located only behind the residence as such residence fronts on a street.

6.30 **Design Standards.** Without notice to any Owner, the Architectural Control Committee may adopt, promulgate, amend, revoke and enforce Design Standards.

6.31 **Preconstructed Homes.** No mobile, modular, prefab home or homes constructed in whole or in part off of any Lot will be allowed on any Lot.

6.32 There shall be no flags or flagpoles placed on any lot.

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.1 **Easements.**

7.1.1 Declarant hereby expressly reserves to the Declarant, and its successors and assigns as Declarant, forever, the right to create perpetual easements in, on, over and under any part of the Submitted Property owned by Declarant for any purpose which Declarant deems necessary,

including, by way of example, and not of limitation, the following: (a) the erection, installation, construction and maintenance of wires, lines, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities; (b) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function; (c) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; (d) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and (e) maintenance of entrance monuments.

7.1.2 No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Submitted Property unless such easement has been assigned by the Declarant to the Association.

7.2 **Easement Area.** The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or the Plat relating thereto.

7.3 **Entry.** The Declarant and its employees, agent, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section 7.3. The Declarant and its employees, agents, successors and assigns shall be following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.1.

7.4 **Zoning and Private Restrictions.** None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulation of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

ARTICLE VIII

ENFORCEMENT

8.1 **Right of Enforcement.** This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by: (a) the Declarant so long as it is an Owner; (b) the Association; and (c) each Owner, his legal representatives, heirs, successors and assigns.

8.2 Right of Abatement.

8.2.1 In the event of a violation of breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, the Association shall have the "Right to Abatement."

8.2.2 The "Right of Abatement," as used herein, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason and such actions are carried out in accordance with the provisions of this Section 8.2.2, and with the costs thereof, including the costs of collection and reasonable attorney's fees, together with interest thereon at the lower of the highest rate permitted by law or eighteen percent (18%) per annum to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of this Declaration. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising
from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only: (a) such liens for taxes or other public charges as are by applicable law made superior; (b) the liens created under Article IV; and (c) all deeds to secure debt given to secure a loan the proceeds of which are used (i) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (ii) to finance the construction, repair or alteration of Structures.

8.3 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restriction by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.4 Collection of Assessments and Enforcement of Liens. Any Assessments which are not paid when due shall be delinquent. Any Assessment due for a period of thirty (30) days shall incur a late charge of Thirty Dollars ($30.00). In the event that the Assessment remains due and unpaid for a period of sixty (60) days, the Association, through the Board, may institute suit to collect such amounts or to foreclose its lien. Each Owner, by his acceptance of a deed to a Lot, vests

in the Association or its agents the right and power to bring actions against him 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 improvements of real property. The lien provided for in this Article shall be in favor of the Association, acting on behalf of the Owners, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Property or abandonment of his Lot.

8.5 **No Waiver.** The failure of the Declarant, the Association, the Owner of any Lot, or his legal representative, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX

DURATION AND AMENDMENT

9.1 **Duration.** The Declaration and the Restrictions contained herein shall run with and bind the Submitted Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of the county in which the Submitted Property is located, after which time this Declaration and the Restriction shall be automatically renewed for successive periods of ten (10) years; provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Henry County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by Two-Thirds Vote.

9.2 **Amendments by Declarant.**

9.2.1 So long as Declarant owns any of the property described in Exhibit "A" and Exhibit "B" hereto attached, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located, without the approval of any Owner, Mortgagee or the Association.

9.2.2 Each Owner, by acceptance of a deed or other conveyance to a Lot agrees to be bound by such amendments and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instrument relating to the Subdivision: (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or

regulation or any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration; (c) if such amendment is required by an institution or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to the Declaration; (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on Lots subject to this Declaration; (e) if such amendment is necessary to correct a scrivener's error in this drafting of this Declaration; and (f) if the Declarant should determine that such amendment is needed so that Declarant can market its remaining property.

9.3 **Amendments by Association.** Amendments to this Declaration, other than those authorized by Sections 9.2.1 and 9.2.2 hereof, shall be proposed and adopted in the following manner: (a) notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Owner; (b) at such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or the Owners. Such amendment must be approved by a two-thirds vote; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee; and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, every amendment must be approved by Declarant; and (c) the agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided the Declarant does not the have the right to approve such amendment, the sworn statement of the President and any Vice-President or the Secretary of the Association attached to or incorporated the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

ARTICLE X

MISCELLANEOUS

10.1 **No Reverter.** No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.2 **Severability.** A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10.3 **Headings.** The headings of the Articles and Sections hereof are for convenience

only and shall not affect the meaning or interpretation of the contents of this Declaration.

10.4 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

10.5 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to the Declaration, whether made by the Declarant, the Association, the Architectural Control Committee, an Owner, or any person, shall be in writing. All such notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, as the addresses set forth below:

Declarant:	Huntcliff Partners, LLC. 1065 Jodeco Road Stockbridge, Georgia 30281
Owners:	Each Owner's Address as registered with the Association in accordance with the By-Laws or, if no address has been registered, at the Owner's Lot.

Any such notice, request, objection, waiver, rejection, agreement, approval, disclosure or consent shall be deemed received by the party to whom addressed on the date appearing on the return receipt therefor. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received by the other party shall constitute receipt of the notice, demand or request sent. Any item delivered by personal delivery shall be deemed received on the date of the personal delivery.

10.6 Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability. Neither the board, the directors, the officers of the Association, nor the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such board, directors, officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify, defend and hold harmless each of the board, directors, officers, Declarant, and its respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns, in accordance with the provisions of the By Laws. Nothing

herein contained shall make responsible or subject to liability any successor to the Declarant by operation of law or through purchase of the Declarant's interest in the Submitted Property (or any part thereof) at foreclosure, sale under power, or by deed in lieu of foreclosure, for any act, omission or matter occurring or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of the Declarant.

10.7 **Constructive Notice.** Each Owner, by his acceptance of a deed or other conveyance of a Lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declaration.

10.8 **Binding Effect.** This Declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said Declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and affixed its seal as of the day and year first above written.

DECLARANT:

Signed, sealed and delivered

Huntcliff Partners, LLC.

in the presence of:

BY: _____ L.S.

Title: Operating Manager

Witness

Notary Public

NOTARY PUBLIC Notary Public, Henry County, Georgia My Commission Expires Dec. 16, 2000 HENRY COUNTY

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 232, 249 & 250 of the 12th Land District, Henry County, Georgia, being all land as shown on plat of survey made for Huntcliff Subdivision, Phase I, prepared by William E. Burton, Registered Land Surveyor No. 2567, dated December 16, 1998, recorded in Plat Book 28, Pages 179-181, Henry County Records. The description of said property as contained on said plat of survey is incorporated herein and by reference made a part hereof.

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 248, 249, 231, 232 & 250 of the 12th District of Henry County, Georgia and being more particularly described as follows:

BEGINNING at the Southeast corner of Land Lot 248, 12th District of Henry County, Georgia, also being the common corner of Land Lot 233, 12th District of Clayton County and Land Lots 232, 248 and 249, 12th District of Henry County; running thence North 88 degrees 33 minutes 30 seconds West along the southerly land lot line of Land Lot 248 of the 12th District of Henry County a distance of 1,481.88 feet to a point; running thence North 07 degrees 46 minutes 38 seconds East a distance of 369.99 feet to a point; running thence North 07 degrees 50 minutes 16 seconds East a distance of 292.88 feet to an iron pin found; running thence North 06 degrees 32 minutes 36 seconds East a distance of 227.36 feet to an iron pin found; running thence North 07 degrees 22 minutes 47 seconds East a distance of 138.78 feet to an iron pin found; running thence North 06 degrees 27 minutes 46 seconds East a distance of 108.59 feet to an iron pin found; running thence North 06 degrees 48 minutes 04 seconds East a distance of 306.27 feet to an iron pin found; running thence South 88 degrees 46 minutes 34 seconds East a distance of 146.00 feet to a point; running thence North 01 degree 27 minutes 22 seconds East a distance of 119.00 feet to an iron pin found; running thence South 88 degrees 27 minutes 19 seconds East a distance of 164.38 feet to a point; running thence North 32 degrees 47 minutes 19 seconds East a distance of 150.05 feet to a point; running thence North 15 degrees 55 minutes 17 seconds East a distance of 191.45 feet to a point; running thence North 17 degrees 06 minutes 24 seconds East a distance of 241.98 feet to a point; running thence North 29 degrees 36 minutes 58 seconds East a distance of 160.28 feet to a point; running thence North 36 degrees 45 minutes 02 seconds East a distance of 234.42 feet to a point; running thence North 21 degrees 37 minutes 48 seconds East a distance of 502.26 feet to a point located on the North line of Land Lot 248, 12th District of Henry County (also being the South line of Land Lot 9 of the 15th District of DeKalb County); running thence South 88 degrees 25 minutes 16 seconds East along said land lot, district and county line a distance of 50.45 feet to a point; running thence South 00 degrees 57 minutes 40 seconds West a distance of 1,351.57 feet to a point; running thence South 88 degrees 27 minutes 19 seconds East a distance of 385.00 feet to a point; running thence South 00 degrees 24 minutes 11 seconds East along the westerly land lot line of Land Lot 249, 12th District of Henry County a distance of 87.23 feet to an iron pin found; running thence South 88 degrees 17 minutes 23 seconds East a distance of 2,743.76 feet to an iron pin found on the Southwest right of way of Fairview Road (80' R/W); running thence South 29 degrees 59 minutes 32 seconds East along said right of way of Fairview Road an arc distance of 180.29 feet (chord distance of 180.25 feet) to a point; running thence South 24 degrees 14 minutes 16 seconds East along said right of way of Fairview Road an arc distance of 213.12 feet (chord distance of 212.97 feet) to a point; running thence South 20 degrees 31 minutes 10 seconds East along said right of way of Fairview Road a distance of 460.40 feet to an iron pin found; thence leaving said right of way and running South 89 degrees 15 minutes 46 seconds West a distance of 544.93 feet to an iron pin found; running thence South 00 degrees 43 minutes 59 seconds East a distance of 659.57 feet to an iron pin found; running thence South 88 degrees 51 minutes 27 seconds East along the northerly land lot line of Land Lot 232, 12th District, Henry County a distance of 299.58 feet to an iron pin found and the Northeast corner of Land Lot 232, 12th District, Henry County; running thence South 01 degree 55 minutes 28 seconds West along said land lot line of Land Lot 232 of said District and County a distance of 566.65 feet to a point; running thence North 87 degrees 46 minutes 19 seconds West a distance of 284.86 feet to a point; running thence South 77 degrees 05 minutes 09 seconds West a distance of 52.17 feet to a point; running thence South 82 degrees 14 minutes 21 seconds West a distance of 364.07 feet to a point; running thence North 06 degrees 33 minutes 42 seconds West a distance of 199.67 feet to a point; running thence South 80 degrees 21 minutes 32 seconds West a distance of 505.84 feet to a point; running thence South 02 degrees 58 minutes 54 seconds West a distance of 410.17 feet to a point; running thence South 17 degrees 40 minutes 15 seconds West a distance of 94.63 feet to a point; running thence North 74 degrees 23 minutes 42 seconds West a distance of 300.05 feet to a point; running thence South 15 degrees 48 minutes 08 seconds West a distance of 52.06 feet to a point; running thence North 74 degrees 20 minutes 39 seconds West a distance of 132.91 feet to a point; running thence North 36 degrees 54 minutes 09 seconds West a distance of 165.81 feet to a point; running thence North 07 degrees 57 minutes 33 seconds West a distance of 330.28 feet to a point; running thence North 39 degrees 45 minutes 10 seconds West a distance of 128.92 feet to a point; running thence North 39 degrees 45

minutes 10 seconds West 299.84 feet to a point; running thence South 43 degrees 46 minutes 22 seconds West 253.71 feet to a point; running thence South 46 degrees 04 minutes 31 seconds West a distance of 74.00 feet to a point; running thence South 01 degree 33 minutes 09 seconds West a distance of 407.67 feet to a point; running thence South 24 degrees 58 minutes 42 seconds West a distance of 311.82 feet to a point; running thence North 65 degrees 52 minutes 12 seconds West a distance of 14.44 feet to a point; running thence North 88 degrees 43 minutes 05 seconds West a distance of 381.70 feet to a point on the west land lot line of Land Lot 232, 12th District of Henry County; running thence North 01 degree 08 minutes 53 seconds East along said west land lot line of Land Lot 232 of said District and County a distance of 1,126.60 feet to a point and the POINT OF BEGINNING.

Less and except therefrom the following:

All that tract or parcel of land lying and being in Land Lots 232, 249 & 250 of the 12th Land District, Henry County, Georgia, being all land as shown on plat of survey made for Huntcliff Subdivision, Phase I, prepared by William E. Burton, Registered Land Surveyor No. 2567, dated December 16, 1998, recorded in Plat Book 28, Pages 179-181, Henry County Records. The description of said property as contained on said plat of survey is incorporated herein and by reference made a part hereof.

COPY

BOOK 3741 PAGE 237
RECD IN BK 3737
PAGE 232
DATE RECD 6-13-00
CLERK Linda G. Lewis
JUN 13 4 14 PM '00

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

Return to: Tricia B. Smith
SMITH, WELCH & BRITTAIN
P.O. Box 10
McDonough, GA 30253
(770) 957-3937

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR HUNTCLIFF SUBDIVISION, PHASE II

The Declaration of Covenants, Restrictions and Easements for Huntcliff Subdivision, dated February 3, 1999, recorded in Deed Book 3194, pages 148-176, Henry County Records, is hereby amended as follows:

The above-stated Easements and Restrictions for HUNTCLIFF SUBDIVISION, are hereby amended to add the following property:

All that tract or parcel of land lying and being in Land Lots 232 and 249 of the 12th District of Henry County, Georgia, as shown on Final Plat of Survey made of Huntcliff Subdivision, Phase II, prepared by Broward Davis and Associates, Inc., William E. Burton, Registered Professional Land Surveyor No. 2567, dated February 29, 2000, recorded in Plat Book 30, Page(s) 209, 210, and 211, Henry County Records. The description of said property as contained on said plat is hereby incorporated herein and by reference made a part hereof.

SAID PROPERTY TO BE KNOWN AS HUNTCLIFF SUBDIVISION, PHASE II.

Except as herein above set forth, said instrument shall remain otherwise in full force and effect.

WITNESS the hands and seals of the undersigned party, this the 13th day of June, 2000.

Sheila Wright
Witness

Tricia B. Smith
Notary Public
My commission expires:

NOTARY PUBLIC ROCKDALE COUNTY GEORGIA MY COMMISSION EXPIRES MAR. 6, 2001 TRICIA B. SMITH

DECLARANT:

HUNTCLIFF PARTNERS, LLC.

By: John L. Dinos
JOHN L. DINOS, Operating Manager

018986

BOOK 3791 PAGE 173

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

Jul 31 12 23 PM '00

Prepared by and after recording return to:

Return to: Tricia B. Smith
SMITH, WELCH & BRITTAIN
P.O. Box 10
McDonough, GA 30253
(770) 957-3937

STATE OF GEORGIA
HENRY COUNTY

SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS
FOR HUNTCLIFF SUBDIVISION, PHASE II
HENRY COUNTY, GEORGIA

RE: PROPERTY OF DMAC CUSTOM HOMES, INC., BY VIRTUE OF WARRANTY DEED DATED April 7, 2000, RECORDED IN DEED BOOK 3672, PAGE 88, HENRY COUNTY RECORDS; WARRANTY DEED DATED April 7, 2000, RECORDED IN DEED BOOK 3672, PAGE 111, HENRY COUNTY RECORDS; WARRANTY DEED DATED April 18, 2000, RECORDED IN DEED BOOK 3681, PAGE 290, HENRY COUNTY RECORDS; WARRANTY DEED DATED April 25, 2000, RECORDED IN DEED BOOK 3691, PAGE 77, HENRY COUNTY RECORDS WARRANTY DEED DATED April 28, 2000, RECORDED IN DEED BOOK 3697, PAGE 329, HENRY COUNTY RECORDS, WARRANTY DEED DATED June 9, 2000, RECORDED IN DEED BOOK 3747, PAGE 172, HENRY COUNTY RECORDS, WARRANTY DEED DATED JUNE 9, 2000, RECORDED IN DEED BOOK 3747, PAGE 247, HENRY COUNTY RECORDS.

WHEREAS, DMAC CUSTOM HOMES, INC. (hereinafter "Submittor") is the owner in fee simple of the following described properties:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 232 AND 249 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOTS 200 AND 240, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 232 AND 249 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOTS 227, 241, 243 AND 245, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

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ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 232 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 242, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 232 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 246, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 249 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOT 226, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 232 AND 249 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOTS 209, 210, 212 AND 244, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

WHEREAS, other Lots located in Huntcliff Subdivision are subject to restrictive covenants recorded at Deed Book 3194, Pages 148 through 176; and subsequently amended thereafter;

WHEREAS, Submittor wishes to subject this property to said restrictive covenants.

NOW THEREFORE, for the purpose of enhancing the value, desirability and the attractiveness of the above described property, Submittor hereby submits this property described above to the restrictive covenants recorded in Deed Book 3194, Pages 148 - 176 and amended in Deed Book 3741, Page 237.

Submittor's property shall be subject to and shall benefit from all of the restrictions and conditions set forth in the restrictive covenants recorded at Deed Book 3194, Pages 148-176, and amended in Deed Book 3741, Page 237.

Said restrictive covenants shall run with the land and shall be binding with the Parties having or requiring any right, title or interest therein or thereto.

IN WITNESS WHEREOF, the Submittor hereto set its hand and affixed its seal this 19TH day of June, 2000.

Unofficial Witness

DMAC CUSTOM HOMES, INC.

BY: _____

DOUGLAS R. MCDONALD, President

(SEAL)

Sworn to and subscribed
before me this 19TH day of
JUNE 2000

Notary Public

BLAKE EDGE NOTARY PUBLIC GEORGIA EXPIRES AUG 20, 2001 HENRY COUNTY

FILED IN BOOK 3791
PAGE 175
DATE RECD Jan 31 2000
CLERK James G. Lewis

BOOK 3791 PAGE 175

Jan 31 12 23 PM '00

FILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GA

James G. Edge

Prepared by and after recording return to:

Return to: Tricia B. Smith
SMITH, WELCH & BRITTAIN
P.O. Box 10
McDonough, GA 30253
(770) 957-3937

STATE OF GEORGIA
HENRY COUNTY

SUBMISSION OF PROPERTY TO RESTRICTIVE COVENANTS
FOR HUNTCLIFF SUBDIVISION, PHASE II
HENRY COUNTY, GEORGIA

RE: PROPERTY OF MULTI-SPECS, INC., BY VIRTUE OF WARRANTY DEED DATED May 2, 2000, RECORDED IN DEED BOOK 3712, PAGE 349, HENRY COUNTY RECORDS,

WHEREAS, MULTI-SPECS, INC. (hereinafter "Submittor") is the owner in fee simple of the following described properties:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 232 AND 249 OF THE 12TH DISTRICT, HENRY COUNTY, GEORGIA, BEING LOTS 201, 202, 228 AND 233, PHASE II OF HUNTCLIFF SUBDIVISION, AS PER PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 209 THROUGH 211, HENRY COUNTY, GEORGIA RECORDS, WHICH PLAT IS SPECIFICALLY INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

WHEREAS, other Lots located in Huntcliff Subdivision are subject to restrictive covenants recorded at Deed Book 3194, Pages 148 through 176; and subsequently amended thereafter;

WHEREAS, Submittor wishes to subject this property to said restrictive covenants.

NOW THEREFORE, for the purpose of enhancing the value, desirability and the attractiveness of the above described property, Submittor hereby submits this property described above to the restrictive covenants recorded in Deed Book 3194, Pages 148 - 176 and amended in Deed Book 3741, Page 237.

Submittor's property shall be subject to and shall benefit from all of the restrictions and conditions set forth in the restrictive covenants recorded at Deed Book 3194, Pages 148-176, and amended in Deed Book 3741, Page 237.

Said restrictive covenants shall run with the land and shall be binding with the Parties having or requiring any right, title or interest therein or thereto.

024143

IN WITNESS WHEREOF, the Submittor hereto set its hand and affixed its seal this 19th day of June, 2000.

MULTI-SPECS, INC.

Unofficial Witness

BY: _____
Vice-President
(SEAL)

MULTI-SPECS, INC. CORPORATE SEAL GEORGIA

Sworn to and subscribed
before me this 19th day of
June, 2000.

Notary Public
Notary Public, Henry County, Georgia
My Commission Expires Dec. 16, 2000

NOTARY PUBLIC HENRY COUNTY, GA