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FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
VIEW POINT SUBDIVISION

STATE OF GEORGIA
COUNTY OF HART

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR VIEWPOINT SUBDIVISION (this "First Amendment"), is made on the date hereinafter set forth by a majority of the owners of lots in the View Point Subdivision (hereinafter referred to as "Owners") pursuant to Section 29 of the Declaration of Protective and Restrictive Covenants for View Point Subdivision recorded at Deed Book 178, Page 333, Hart County, Georgia.

W I T N E S S E T H:

WHEREAS, Developer, Mountain and Lake Adventures, Inc., a Georgia Business Corporation, has heretofore caused to be executed and filed for record that certain Declaration of Protective and Restrictive Covenants for View Point Subdivision recorded at Deed Book 178, Page 333, Hart County, (the "Declaration") on a 13.48 acre tract located in the 1115th Georgia Militia District, Hart County, Georgia; and

WHEREAS, Developer also filed on March 27, 1986 that certain Addition to Declaration of Protective and Restrictive Covenants for View Point Subdivision (the "Addition") subjecting an additional 1.39 acre tract to the Declaration, said Addition being filed at Deed Book 181, Page 42, aforesaid Records; and

WHEREAS, a majority of the lot owners of View Point Subdivision desire to amend the Declaration by deleting Sections Five (5) through Thirty-five (35) of the Declaration and substituting the following provisions in lieu thereof for the common good and general welfare of the Owners, all as provided in said Declaration, and;

WHEREAS, the Owners have caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions of the Owners (as hereinafter defined);

WHEREAS, the Owners desire that all of the property described in the Declaration and the Addition shall be held, sold and conveyed subject to this First Amendment which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

NOW, THEREFORE, for the purposes as set out above, the Owners hereby amend the Declaration as follows:

1.
The Declaration is hereby amended by deleting therefrom the Sections Five (5) through Thirty-five (35) of the Declaration and substituting, in lieu thereof, the following:

5.

DEFINITIONS

The following words, when used shall have the following meanings:

5.01 Association. "Association" means View Point Lot Owners Association, Inc., a non-profit corporation organized under the Georgia Nonprofit Corporation Code, and its successors and assigns.

5.02 Board. "Board" means the Board of Directors of the Association.

5.03 By-Laws. "By-Laws" means the By-Laws of the Association.

5.04 Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

5.05 Lot. "Lot" means any numbered parcel of land shown upon (i) that certain plat of survey prepared by A. M. Britt, Registered Land Surveyor, dated March 7, 1985, which is recorded in Plat Book 24, Page 459, Hart County, Georgia Records, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the Property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a lot except as provided for in Section 6.01.

5.06 Member. "Member" means any member of the Association.

5.07 Owner. "Owner" means the record owner whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for 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.

5.08 Property. "Property" means that certain real property (other than Common Property) hereinabove described.

5.09 Covenants. "Covenants" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by the Declaration and First Amendment.

5.10 Structure. "Structure" means 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 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 mobile home) or any other temporary or permanent improvement to such Lot.

6.

COMMON PROPERTY

6.01 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right 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 any 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 and easement of enjoyment granted or permitted by this Section 6.01 is subject to suspension by the Association as provided herein.

6.02 Right of The Association. The rights and privileges conferred in Section 6.01 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) charge reasonable fees in connection with the admission to and use of facilities or services;

(c) suspend, pursuant to Section 7.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 6.01;

(d) 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;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping 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 the Common Property may not be mortgaged or pledged except upon the affirmative vote of seventy-five percent (75%) of the

Owners.

(g) dedicate or transfer all or 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 cease to be subject to this Declaration while held by an such municipality or other governmental body, agency or authority;

(h) to sell, lease or otherwise convey all or any part of its properties and interest therein, provided that at least seventy-five percent (75%) of the Owners have, by affirmative vote, consented thereto.

The board may employ attorneys, accountants, management agents, and other professional persons as it deems necessary to assist in the management of View Point and the properties located therein.

6.03 Delegation of Use. Any Owner may delegate to the members of his family, in accordance with the By-Laws, his right to use and enjoy the Common Property.

7.

THE LOT OWNERS ASSOCIATION

7.01 Purposes, Powers and Duties of The Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the lot owners. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the owners of the Development. To the extent, and only 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 rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this First Amendment.

7.02 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this First Amendment.

7.03 Voting Rights. Every person who is an Owner shall be entitled to one vote for each Lot owned. When more than one person has an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of a member shall automatically terminate upon the member's sale of his Lot.

However, no termination of membership shall affect such member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

7.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in this First Amendment and in the By-Laws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or this Declaration, the Association's By-Laws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this First Amendment and the By-Laws of the Association.

(c) Casting of Votes. The votes of the members shall be cast under such

rules and procedures as may be prescribed in this First Amendment or in the By-Laws of the Association, as amended from time to time, or by law.

7.05 Suspension of Membership. The Board may suspend the voting rights of any Member 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 11.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the Declaration or this First Amendment within thirty (30) days after having received notice of the same pursuant to the provisions of Section 11.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Section 8 hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property;

Any suspension shall be for the balance of the period in which said Member 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 7.05, the suspension may be for a period not to exceed 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.

7.06 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 membership of the Association shall be governed by this First Amendment, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

7.07 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.

8.

ASSESSMENTS AND MAINTENANCE CHARGES

8.01 Covenant for Assessments and Creation of Lien and Personal Obligations. Each Owner, jointly and severally, for himself, his heirs, distributees, 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 the Declaration and this First Amendment 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 the Declaration and this First Amendment 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 in Section 8.07 hereof 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 superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from 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 (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) 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;

(f) that all annual and special assessments (together with interest thereon as provided in Section 8.07 of this First Amendment and costs of collection including reasonable attorneys' 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 Section 8.01(c) of this First Amendment) and a personal obligation which will survive any sale or transfer of the Lot owned by him; provided, however, that such personal obligation for delinquent assessment shall not pass to an Owner's successor in title unless expressly assumed by such successor.

8.02 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 residents of the Development, including, but not limited to, and in addition to other purposes set forth in the Declaration and this First Amendment, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, enforcement of the Restrictions contained in the Declaration and this First Amendment, 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.

8.03 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.

8.04 Annual Assessment or Maintenance Charge. Subject to the terms of this Section, each Lot in the Property is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund" which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments. Beginning on the date hereof, and from year to year thereafter, the annual maintenance charge and assessment shall be in such amount as the needs of the Association may, in the judgment of the Board of Directors require. Whether such assessment shall be payable monthly, quarterly or annually, and the due dates thereof, will be determined by the Board of Directors. The Association shall use the proceeds of said maintenance fund in providing for normal, recurring maintenance charges for the Common Property and water system for the use and benefit of all residents of said Property. Such uses and benefits to be provided by said Association may include, normal, recurring maintenance of the Common Property and the acquisition and installation of capital improvements to such Common Property, providing that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Property; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the Property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employment of security guards or watchmen, if determined necessary; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board or membership of the Association to keep the property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the majority of the Members of the Association in the expenditure of said funds and the determination of which constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Property. The fund shall be established and maintained out of regular annual assessments.

8.05 Special Assessments for Working Capital Fund. Nonrecurring Maintenance, and Capital Improvements. In addition to the annual assessment

authorized by this Section 8, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by at least fifty percent vote of the of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose.

8.06 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 8.04 or 8.05 shall be sent to all Members, or delivered to their residence, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.07 Effect of Nonpayment of Assessments. Any Assessment which is not paid within thirty (30) days after the Due Date shall bear interest from the Due Date at the rate of ten percent (10%) 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 on or before 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 attorneys' 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 First Amendment.

8.08 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 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.

9.

GENERAL COVENANTS AND RESTRICTIONS

9.01 Application. The covenants and restrictions contained in this Section 9 shall pertain and apply to all Lots and to all Structures erected or placed thereon.

9.02 Lot Modifications. No permanent structure may be located or erected on any lot in the subdivision except the following, which modifications shall be approved by the Board of Directors prior to the modification, which modification shall be according to the specification of such modification where indicated.

- a. concrete or gravel pads
- b. water taps
- c. electric outlets
- d. porches (see specificaton in Exhibit "B")
- e. barbecue pits
- f. campfire facilities
- g. storage sheds (see specification in Exhibit "C")
- h. outdoor lighting
- i. decks (see specifications in Exhibit "D")
- j. fences (see specifications in Exhibit "E")
- k. gazebos (see specifications in Exhibit "D")

Two sets of plans and specifications for any of the above improvements to any lot shall be submitted to the Board of Directors for approval or disapproval. The plans and specifications shall show the size, design, color, texture, and materials to be used, and the proposed location of the structure or improvement on the lot. One set of plans and specifications shall be retained by the Board of Directors. In order to achieve uniformity in the subdivision and to make the subdivision aesthetically pleasing, the Board of Directors shall adopt certain standard forms, sizes, dimensions, and plans for the list above and incorporate them into these covenants as exhibits attached hereto and made a part hereof by reference. Any construction, improvement, change or alteration to any lot made without application having first been made and approval obtained, in writing, from the Board of Directors as provided herein, shall be deemed a violation of these covenants; and at the option of the Board of Directors, the property shall be restored to the original condition by the Board at the lot owner's cost and expense, pursuant to Section 11 hereof. All improvements must be in conformity to the Hart County Health Department rules, laws and regulations except those lots and improvements already made and allowed to be grandfathered in pursuant to notice from the Hart County Health Department dated December 7, 1994. If such grandfathered lot is sold or transferred, the then existing Health Department regulations shall apply to such lot unless the improvements are sold with the lot.

9.03 The Water System.

(a) Water shall be supplied to the lots in the subdivision from a community water system. The wells and water system will be operated and maintained by the Board of Directors or its agent in compliance with the regulations of the Environmental Protection Department of the State of Georgia and Hart County Health Department which requires shutdown of the water system for a minimum of two months per year. It is further understood that no private wells may be drilled, bored or installed on any lot in the subdivision.;

(b) Responsibility and maintenance of the water system, which consists of all the wells, pumps, holding tanks, pipes and valves leading up to and including the gate valve on each individual lot, shall reside with the Association and cost of such maintenance shall be covered by the Association Fee. The maintenance and care of anything beyond this is the responsibility of the individual lot owner.

(c) In an effort to preserve the availability and maintain the integrity of the system the following restrictions shall apply:

- (1) No soaker hoses or sprinklers.
- (2) Pressure washers are allowed only by permit from the Board of Directors.
- (3) No washing of trailers or any outdoor water usage on the following weekends and holidays:
Memorial Day, 4th of July, Labor Day or when posted at the park entrance.
- (4) Hand sprinkling must be limited to a maximum of 30 minutes per day or the lot owner must contact the board for a permit for special circumstances.
- (5) Any restrictions the Board deems necessary to maintain the integrity of the system.
- (6) No hot tubs.

(d) Washing machines, dish washers, garbage disposals or any other water or water consuming appliances are strictly prohibited. All waste water and sewage must be discharged into the sewer and septic tank system. Under no circumstances shall waste water or sewage be discharged onto the ground anywhere in the subdivision. Water and sewage valves must be shut off when unit is not being occupied. No lot owner shall be permitted to install any individual sewage or waste disposal system on any lot.

9.04 Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate "For Sale" signs not larger than 3' by 3' or property name plaques and addresses.

9.05 Animals and Pets. No animals, livestock or poultry of an kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. All pets must be kept under control on the Owner's Lot. Pets must be leashed in all other areas

of the subdivision. All feces and excrement from any pets shall be cleaned up and disposed of by the Owner; Excessively barking dogs must be muzzled or removed from the subdivision.

9.06 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be located, installed or maintained upon the exterior of any Lot unless required by law.

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

9.08 Antennae. No exterior antennae of any kind shall be placed, allowed, or maintained upon any portion of the Development, including any Lot without the approval of the Board. Notwithstanding the above, no satellite dishes over 22" in diameter shall be placed, allowed, or maintained upon any portion of the Development, including any Lot. All cable and other utility installation must be run underground. Each Owner and occupant of a Lot acknowledges that this provision benefits all Owners and occupants of Lots and each Owner and occupant of a Lot agrees to comply with this provision despite the fact that the erection of any outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received. No transmitting antennae shall be allowed on any lot.

9.09 Subdivision of Lot. No lot shall be subdivided or its boundary lines changed. No lot shall be combined with any other Lot nor shall any easement or right of way be granted without the written consent or approval of the Board.

9.10 Campfires. Campfires must be personally attended at all times and extinguished when not attended. If smoke becomes obnoxious to other neighbors, fires must be extinguished. The burning of toxic materials is strictly prohibited.

9.11 Quiet Time Quiet time shall commence at 10:00 p.m. and continue until 7:00 a.m. the following morning. Radios, stereos, and televisions shall be played very low or used with ear phones. No loud noises, bright lights or commotion shall be permitted which would otherwise disturb individuals owning, occupying or using other lots in the subdivision.

9.12 Commercial Restriction No part of any lot shall be used for any business, commercial, manufacturing, mercantile, storing, or vending purposes.

9.13 Guns. No firearms, projectile or launching apparatus including guns, archery, sling shots, or fireworks may be displayed, fired, or discharged in the subdivision or on lands of the Corps of Engineer adjacent to the property. The term "firearms" includes "B-B" guns, pellet guns and small firearms of all types.

9.14 Vehicles.

(a) No vehicles shall be parked in such a way as to impede the normal flow of traffic. No commercial trucks shall be parked or stored at any time in the Development except for deliveries or services to the Lot or RV. There is a 10 mph speed limit throughout the subdivision.

(b) There shall be no more than one (1) recreational vehicle per campsite.

(c) Motorcycles, minibikes, moped, motorbikes, motorized scooters and/or motorized all terrain vehicles are prohibited from use on the Property. Golf carts may be operated by a licensed driver or adults over the age of 21, or a youth accompanied by a licensed driver over the age of 21.

(d) No covered car ports shall be constructed on any lot.

(e) No golf carts or any motorized vehicles are allowed on Corps of Engineers property without a permit from the Corps of Engineers which must be obtained through the Board of Directors.

9.15 Storage of Vehicles, Boats, Trailers.

(a) Other than the prime R/V and one golf cart, no trailers, vehicles, machinery or equipment shall be stored on any lot or common area. Vehicles, boats and or trailers may only be temporarily placed on the lot while the Owner or guests are occupying the lot.

(b) All campers and travel trailers, motor homes, and camper vehicles shall be maintained in good order and repair, and shall meet and be maintained according to the specifications in Exhibit "F". Travel trailers, camper trailers, motor homes and other camper vehicles that are over (4) years old must be approved by the Board of Directors before being installed in the subdivision.

9.16 Owner Responsibility.

(a) The owners of any lot in the subdivision shall be financially responsible for any and all damages and injury caused by owners, members of their family, and/or guests in the subdivision.

(b) No lifeguards or safety facilities are located in the subdivision or on the docks. Anyone swimming in the waters of Lake Hartwell shall do so at his or her own risk.

(c) All individuals owning, using or occupying any lot in the subdivision shall respect the property rights of all other lot owners in the subdivision and shall not trespass, litter or otherwise harm another lot within the subdivision, nor shall they litter or otherwise harm or damage any property belonging to the Corps of Engineers.

9.17 Boat Docks and Slips. All docks and slips shall be permitted through the Viewpoint Lot Owners Association and the Corps of Engineers. The uniform rules and regulations for the use of the docks shall be established and administered by the slip owners and must be approved by the Board of Directors. The slip owners shall be responsible for the monitoring of such rules, maintenance, fees, and insurance required.

10.

EASEMENTS, ZONING AND OTHER RESTRICTIONS

10.01 Easements. The Association and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Lot for any of the purposes outlined below 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:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) 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;

(iii) slope control purposes, including the right to grade and plant slopes and to 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;

The Association and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken pursuant to the provisions of this or Section 11.01.

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

11.

ENFORCEMENT

11.01 Right of Enforcement. The Declaration and this First Amendment and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Association and (ii) each Owner, his legal representatives, heirs, successors and assigns.

11.02 Right of Abatement.

(a) Except where different notice provisions are provided elsewhere in these Restrictions, in the event of a violation or breach of any Restriction contained in the Declaration or this First Amendment, 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 such written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in these Restrictions, 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 of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost 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 10% 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 Section 11.04 hereof. 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, contrary, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 8.01 hereof and (iii) all deed to secure debt given to secure a loan the proceeds of which are used (1) to purchase a lot or lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

11.03 Specific Performance. Nothing contained in the Declaration and this First Amendment shall be deemed to affect or limit the rights of the Association or any Owner to enforce the Restrictions 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 the Declaration and this First Amendment; 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.

11.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by the Declaration or this First Amendment, the Association may bring

either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by the Declaration or this First Amendment against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by the Declaration or this First Amendment, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to lien at auction, at the usual place for conducting sales at the Courthouse in Hart County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Hart County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THE DECLARATION AND THIS FIRST AMENDMENT, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THE DECLARATION AND THIS FIRST AMENDMENT AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION AND THIS FIRST AMENDMENT ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

11.05 No Waiver. The failure of the Association, or the Owner of any Lot, his or its respective legal representatives, 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.

12.

DURATION AND AMENDMENT

12.01 Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provision of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five (75%) percent of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by

acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of the Declaration or this First Amendment shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

12.02 Amendment. These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Hart County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

13.

MISCELLANEOUS

13.01 Other Changes. Notwithstanding any other provisions herein which may be construed to the contrary, unless at least two-thirds (2/3) of the owners of the individual Lots in the Development have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by such Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common area or property by the Association shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof pertaining to the Lots of the Development, the maintenance of the Common Property or common roadways and driveways, or the upkeep of plantings in the Development.

(d) fail to maintain liability coverage on insurable Association Common Property;

13.02 Professional Management. Any agreement for professional management of the Association may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

13.03 Guests. The lots shall be used by the owner of said lot, members of their family and invited guests and no lots in the subdivision may be rented or leased. All guests and visitors are subject to the covenants contained in the Declaration and this First Amendment, and they must abide by the rules and regulations set forth herein and as promulgated by the Association. It is the responsibility of the Owner to inform his guests and visitors of this requirement.

13.04 Sale of Lot by Owner

(a) Any lot owner selling a lot shall have the responsibility to pass on to the Purchaser of such lot a copy of these Covenants.

(b) All lots shall be purchased in an "as is" condition and the Association shall not be responsible for the making of any additions or improvements to any such lot.

13.05 No Reverter. No restriction in the Declaration or this First

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

13.07 Headings. The headings of the Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this First Amendment.

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

13.09 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this First Amendment, whether made by the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Association: P.O. Box 912
Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this 22nd day of May, 1996.

Signed, sealed and delivered in the presence of:

Wanda P. Patten
Witness

Jim. Chapman
Lot Owner

Janeane Janet Feunier
Notary Public

Lot 5460
Lot Owner Address

Signed, sealed and delivered in the presence of:

Wanda P. Patten
Witness

Jim. Chapman
Lot Owner

Janeane Janet Feunier
Notary Public

Lot 5460
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

13.07 Headings. The headings of the Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this First Amendment.

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

13.09 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this First Amendment, whether made by the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Association: P.O. Box 912
Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this 8TH day of JUNE, 1988.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires September 27, 1998

LOT 7741
John F. Davis
JOHN F. DAVIS
Lot Owner

5347 O'MALLEY LN ST. MT, GA
30088
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Dot S. Grissop
Witness

Mary S. Reese
Notary Public

ROBERT E. HARBERT LOTS # F-9 - F-10
Lot Owner

116 SMITH CT. MARIETTA S.C. 29661
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Linda Fawcett
Lot Owner
B10/B11 (no ACCESS LOT)
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Ron Roberts
Mary Ann Roberts
Lot Owner
B-35
Lot Owner Address

Signed, sealed and delivered in the presence of:

Pat Minkley
Notary Public, Gwinnett County, Georgia.
My Commission Expires March 2, 1997

Notary Public

R. S. H.
Conrad Segura
Lot Owner
D11
Lot Owner Address

WITNESSED AND NOTARIZED AS TO ALL SIGNATURES ON THE PAGE

Notary Public, Gwinnett County, Georgia.
My Commission Expires March 2, 1997

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner
Lot Owner Address

Signed, sealed and delivered in
the presence of:

B. Courbace
Witness

[Signature]
Notary Public, Gwinnett County, Georgia.
My Commission Expires March 2, 1997

Giorgio L. Fisher
Richard Fisher
Lot Owner

D 21
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Pat Murray
Witness

[Signature]
Notary Public, Gwinnett County, Georgia.
My Commission Expires March 2, 1997

Mike Lund
Lot Owner

F-2
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

13.07 Headings. The headings of the Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this First Amendment.

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

13.09 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this First Amendment, whether made by the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Association: P.O. Box 912
Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this ___ day of _____, 19

Signed, sealed and delivered in the presence of:



Gerald K. Wain
Witness
Gerald K. Wain
Notary Public
Exp 2-27-2000

Robert L. Davis
Lot Owner
745 Westlake Dr. Gray, Ohio 4537
Lot Owner Address
LOT A 27

Signed, sealed and delivered in the presence of:



Gerald K. Wain
Witness
Gerald K. Wain
Notary Public
Exp 2-27-2000

Lillian M. Davis
Lot Owner
745 Westlake Dr. Gray, Ohio 4537
Lot Owner Address
LOT A 27

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

We, Robert and Lillian Davis,
owners of lot "27A"
Page 19

vote "yes" to accept it
"Amend"

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

13.07 Headings. The headings of the Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this First Amendment.

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

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Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this 6th day of June, 1995.

Signed, sealed and delivered in the presence of:

Ruth Weidinger
Witness

Michael J. Monnell
Lot Owner

Georgia Spear
Notary Public

A 40
Lot Owner Address
My Commission Expires March 14, 1999

Signed, sealed and delivered in the presence of:

Ruth Weidinger
Witness

Mary J. O'Connell
Lot Owner

Georgia Spear
Notary Public

A 40
Lot Owner Address
My Commission Expires March 14, 1999

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

WITNESSED AND NOTARIZED AS TO ALL SIGNATURES ON THIS PAGE.

Signed, sealed and delivered in the presence of:

Pat Merkel

Witness

Frances Delecker

Notary Public

Notary Public, Gwinnett County, Georgia

~~My Commission Expires July 28, 1997~~

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Melinda Maddy

Lot Owner

Lot # 25 & 26 A

Lot Owner Address

Judith A Mann

Lot Owner

G-2

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Jim Hill

Lot Owner

A 37

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

George M. Osh

Kathy Charles

Lot Owner

A 45

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

John H Stanley

Lot Owner

42-A-43-A

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Eugene J Ross

Betty Ross

Lot Owner

1-D

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Ann B Egan

Ann B Egan

Lot Owner

47A

Lot Owner Address

WITNESSED AND NOTARIZED AS TO
ALL SIGNATURES ON PAGE.

Signed, sealed and delivered in
the presence of:

Pat Murky

Witness

Francis DeLaney

Notary Public, Gwinnett County, Georgia
My Commission Expires July 26, 1997

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Margaret Spinks
W. T. Spinks

Lot Owner

A-35

Lot Owner Address

Camela Ingueraud
David L. Ingueraud

Lot Owner

B26 E1

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Myrtle J. Felner
Thomas E. Felner

Lot Owner

F-4

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

John M. Pohl
John Pohl

Lot Owner

A-16

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Benny Dudley
Charles E. Dudley

Lot Owner

D-24-25

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Laura Martin Carpenter
May Carpenter

Lot Owner

F-15

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Billy Cox

Lot Owner

D 9

Lot Owner Address

Signed, sealed and delivered in the presence of:

Carol P. Overmire

Witness

Gayle Baker

Notary Public
Notary Public, Glynn County, Georgia

~~My Commission Expires~~

Signed, sealed and delivered in the presence of:

Judy B Baker

Witness
Diann W Brison

Notary Public
Notary Public, Glynn County, Georgia

~~My Commission Expires July 25, 1997~~

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot 830

Mickey L Gowen

Lot Owner
230 Satilla Dr

Lot Owner Address
Brunswick, GA 31525

Lot 830

Judy Baker

Lot Owner
230 Satilla Dr

Lot Owner Address
Brunswick, GA 31525

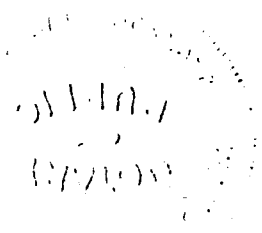
Signed, sealed and delivered in the presence of:

Betty Thomas
Witness

Wanda Gale McEver
Notary Public

William R Turner

Lot Owner
1200 STONEBRIDGE CIR
WATKINSVILLE GA 30677
Lot Owner Address
LOT 39-A Sect B.



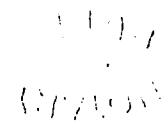
Signed, sealed and delivered in the presence of:

Betty Thomas
Witness

Wanda Gale McEver
Notary Public

William R Turner

Lot Owner
1200 STONEBRIDGE CIR.
WATKINSVILLE GA 30677
Lot Owner Address
LOT 39-B Sect B



Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

WANDA GALE MCEVER, N.P.
JACKSON COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 21, 1998

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

WITNESSED AND NOTARIZED AS TO
ALL SIGNATURES ON THE PAGE.

Signed, sealed and delivered in
the presence of:

Pat [unclear]
Witness

Richard Stephens Sr. Francis P. Stephens
Lot Owner

10 D
Lot Owner Address

Frances Kelleher
Notary Public
Notary Public, Gwinnett County, Georgia
My Commission Expires July 26, 1997

Signed, sealed and delivered in
the presence of:

Witness

Sam C. [unclear]
Lot Owner

14 D
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Witness

Sage Smith
Charles C. Smith
Lot Owner

D 2
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Witness

Paulette Abbott
Lot Owner

15-A
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Witness

Judith L. [unclear]
Lot Owner

D-26
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Witness

Richard C. [unclear]
Lot Owner

D-16
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Witness

[unclear]
Christine Pitkowski
Lot Owner

B-32 B-34 B-28
Lot Owner Address

Notary Public

Signed, sealed and delivered in
the presence of:

Pat Murky
Witness

Barbara J. Waver
Edwin C. Waver
Lot Owner

Francis Helleker
Notary Public, Winnett County, Georgia
My Commission Expires July 26, 1997

A-36
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Carolyn Helleker
Ferry Helleker
Lot Owner

Notary Public

D-22
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Ronald J. Lepori
Nancy Lepori L.W. Lowrey
Lot Owner

Notary Public

D-15
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Nancy Lepori
Lot Owner

Notary Public

D-17 & 18
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Andy Gordon
Harold Gordon
Lot Owner

Notary Public

3-A
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Marye Vaughan
Adrian Vaughan
Lot Owner

Notary Public

4A
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Paul Logan
Lot Owner

Notary Public

B1
Lot Owner Address

WITNESSED AND NOTARIZED AS TO
ALL SIGNATURES ON THE PAGE.

Signed, sealed and delivered in
the presence of:

Pat Merby

Witness

Francis Kelleher

Notary Public
Notary Public, Gwinnett County, Georgia
My Commission Expires July 29, 1997

Dr. Hoyt Watson

Anna C. Watson

Lot Owner

A-34

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Carl E. Davis

Joyce A. Davis

Lot Owner

A-23

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Margie A. Sexton

Lillian L. Sexton

Lot Owner

D-1

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

John T. Jaine

Mellie B. Jaine

Lot Owner

A-32 - G1

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Betty Hayes

Joe L. Hayes

Lot Owner A-24

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Patricia B. Felm

Carl F. Felm

Lot Owner

A-11

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

J. J. Pyrellis Watson

J. J. Pyrellis

Lot Owner

D-7

Lot Owner Address

WITNESSED AND NOTARIZED AS TO
ALL SIGNATURES ON THE PAGE.

Signed, sealed and delivered in
the presence of:

Pat Murbey

ness

Francis Kelleher

Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires July 26, 1997

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Ursula Rovine

Andre F. Rovine

Lot Owner

A 38

Lot Owner Address

Marilyn Sence
Dale Sence

Lot Owner

B 2, B, 3

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Mike Kelleher
Fran Kelleher

Lot Owner

B-33

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Valarie Smith
William Smith

Lot Owner

F-7

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Lois Lee
Lot Owner Beverly Pickley POA
301 317 - 26

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Angie Evans
Larry Evans

Lot Owner

A-45
Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Notary Public

Rufus Taylor
Lela Taylor

Lot Owner

B-4 and B-5
Lot Owner Address

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

13.07 Headings. The headings of the Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this First Amendment.

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

13.09 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this First Amendment, whether made by the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Association: P.O. Box 912
Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this 15th day of May, 1995.

Signed, sealed and delivered in the presence of:

Thelma A. Adams
Witness

Norma J. Keener
Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires Apr. 23, 1997

Nancy B. Ball
Lot Owner

365 Mimosa Dr. B34 Decatur Ga 30030
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Amendment is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

13.06 Severability. A determination by a court that any provision of the Declaration or the First Amendment is invalid for any reason shall not affect the validity of any other provision hereof. Failure by the Association to enforce any of the provisions herein contained shall not be deemed a waiver of the right to enforce thereafter.

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(a) Association: P.O. Box 912
Hartwell, Georgia 30643

(b) Owner: Each Owner's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 13.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail."

IN WITNESS WHEREOF, a majority of the owners of Lots has caused this First Amendment to be duly executed and sealed this 1 day of June, 1995.

Signed, sealed and delivered in the presence of:

Terri L. Alldridge
Witness
[Signature]
Notary Public
My Commission Expires April 26, 1998

[Signature] (Brandi Parke)
Lot Owner
4033 Louise St Powder Springs Ga
Lot Owner Address 30073

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness Lot Owner

Notary Public Lot Owner Address

Signed, sealed and delivered in
the presence of:

Beverly Perom
Witness Lot Owner

Richard Schultz
Notary Public Lot Owner Address
24 Johnston Hwy Hennesaw Ga.
30144

MY COMMISSION EXPIRES
THE 22nd DAY OF FEBRUARY 1997

Signed, sealed and delivered in
the presence of:

Wills W. Smith
Witness

Ralph A. Brown
Lot Owner

B-16

Lot Owner Address

Jessie M. Johnson
Notary Public

Notary Public, Douglas County, Georgia
My Commission Expires December 20, 1998

Signed, sealed and delivered in
the presence of:

Wills W. Smith
Witness

Ann S. Brown
Lot Owner

B-16

Lot Owner Address

Jessie M. Johnson
Notary Public

Notary Public, Douglas County, Georgia
My Commission Expires December 20, 1998

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Mary C. Stade
Witness

Joseph J. Johnson
Notary Public, Gwinnett County, Georgia
My Commission Expires December 20, 1998

Ralph L. Beon 16B
Lot Owner

6140 Lullwater DR
Lot Owner Address
Douglasville, GA 30135

I agree with all the amendments.

Signed, sealed and delivered in the presence of:

Pat Minkley
Witness

Francis Kelleher
Notary Public, Gwinnett County, Georgia
My Commission Expires July 28, 1997

[Signature]
Lot Owner

40 - F-3
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Lot Owner

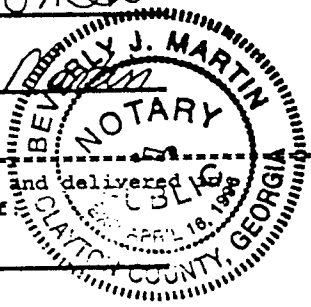
Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

J. Bowman

Witness
Beverly J. Martin
Notary Public



Alfred V. Terry
Mae Terry 33A
Lot Owner

101 Jaf Chase Ct
Lot Owner Address
Stockbridge Ga. 30281

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Lot Owner

Lot Owner Address

Signed, sealed and delivered in
the presence of:

James Francis
Witness

Howard F. Hignite
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Nov. 2, 1998

Ac Becker

Lot Owner

B36 + B37

Lot Owner Address

Signed, sealed and delivered in
the presence of:

James Francis
Witness

Howard F. Hignite
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Nov. 2, 1998

Eleanor Becker

Lot Owner

B36 + B37

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in
the presence of:

Witness

Lot Owner

Notary Public

Lot Owner Address

Signed, sealed and delivered in the presence of:

Pat Minkley
Witness

Frances The Ueber
Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires July 26, 1997

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Joe E. Fleming
Patrick L. Herring

Lot Owner
12 D
Lot Owner Address

Beth P. Keener
Bobby A. Keener

Lot Owner
A14
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Joyanne Gaskins
Tom Wherry

Lot Owner
A 20
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Mary Hall
Chris Hall

Lot Owner
F-7
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Frances H. Quinn
Mike Lee

Lot Owner
F-8
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Paul H. Hill
Shirley E. Hill

Lot Owner
B31
Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Martha L. Parlow

Lot Owner
39 A
Lot Owner Address

Signed, sealed and delivered in the presence of:

Pat Mubay

Witness

Frances Kelleher

Notary Public, Gwinnett County, Georgia
My Commission Expires July 28, 1997

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Janet F. Otte
Robert E. Otte

Lot Owner

F-6

Lot Owner Address

John A. Donnelly

Lot Owner

B-12/B-13

Lot Owner Address

DEPUTY CLERK

B. Jones

95 SEP 21 PM 12 13

RE FILED IN OFFICE
HART SUPERIOR COURT

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Dora E. Miller
Dorothy F. Miller

Lot Owner

B 21

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Clara W. Willis
R W Willis

Lot Owner

A 48

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Jack Shipp
Leamon E. Shipp

Lot Owner

1-A-25-B

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Pat Bennett
Jack Brown

Lot Owner

A-7

Lot Owner Address

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Roberta M. Kelly
Linda L. McKeay

Lot Owner

A-8

Lot Owner Address

GEORGIA, HART COUNTY

CLERK'S OFFICE, SUPERIOR COURT

FILED FOR RECORD Aug. 21

12 95 AT 9:43 O'CLOCK A.M.

RECORDED Aug. 21 10 95

ON BOOK NO. 273 PAGE 451-48

Bette Egan

DEPUTY CLERK

GEORGIA, HART COUNTY

CLERK'S OFFICE, SUPERIOR COURT

FILED FOR RECORD Sept. 21

13 95 AT 12:10 O'CLOCK P.M.

RECORDED Sept. 21 10 95

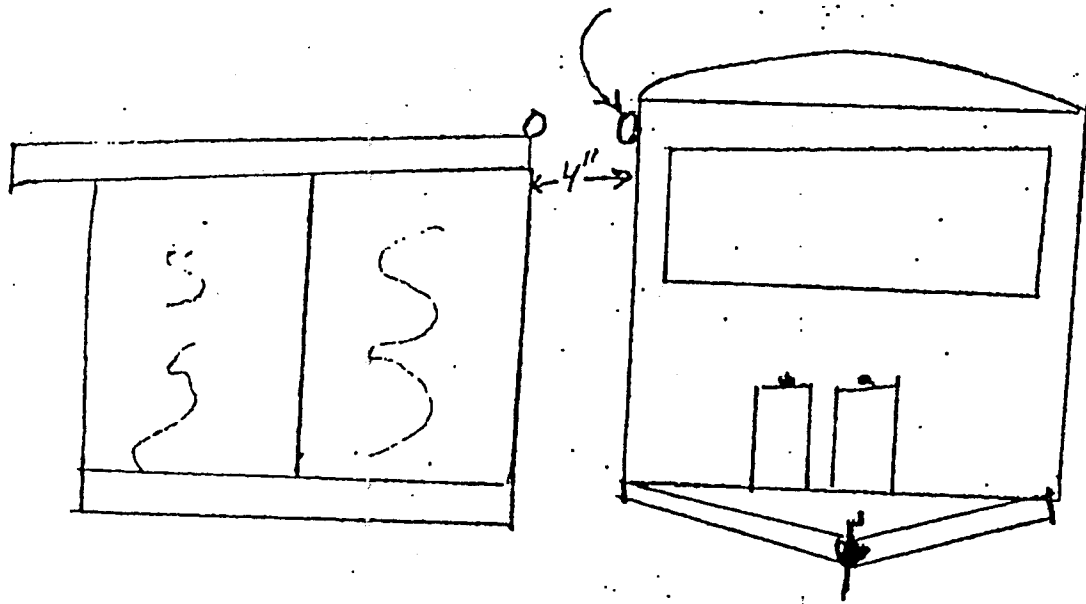
ON BOOK NO. 275 PAGE 1-44

EXHIBIT "B"
SPECIFICATIONS FOR
SCREENED PORCHES
ADDED AFTER DECEMBER 1994.

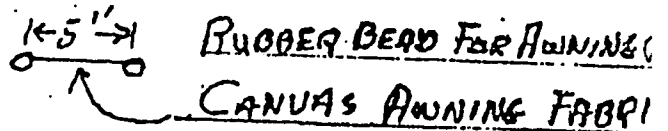
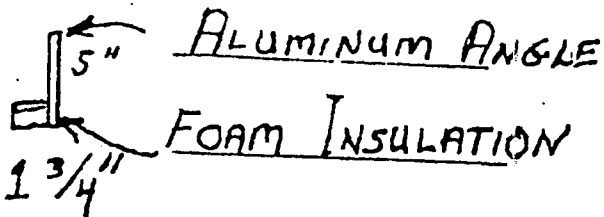
1. Porches must be free standing with a 4" separation between the porch and camper. (See next page schematic showing a suggested method of attachment).
2. The porch cannot be longer than the camper.
3. The porch can only be on one side of the camper.
4. It can be no wider than 12 feet.
5. It can be no taller than the eave of the camper.
6. The porch must be constructed of aluminum and screen material (no glass insert).
7. Builder and material must be approved by the Board to insure uniformity.
8. No plumbing fixtures are allowed on porches.
9. All designs must be pre-approved by the Board.

All screen porches must be in compliance with EPD regulations on a state and local level, with the exception of those which were grandfathered and deemed approved prior to December, 1994.

NOTE: E.P.D. Requirements will always supersede these specifications.



MATERIALS TO SEAL SCREEN ROOM TO CAMPER



SEAL THE TOP OF THE SCREEN ROOM TO THE TOP OF THE CAMPER BY INSERTING CANVAS AWNING STRIPS IN THE AWNING RAIL, NOW ATTACH THE TOP OF THE SCREEN ROOM AND EXISTING AWNING RAIL ON THE CAMPER.

SEAL THE SIDES OF THE SCREEN ROOM TO THE CAMPER BY COMPRESSING AN ANGLE WITH FOAM TO THE SIDES OF THE CAMPER AND SCREW THIS TO THE SCREEN ROOM SUPPORT.

THIS WILL GIVE US A NON-PERMANENT SEAL WITHOUT USING FASTENERS TO THE CAMPER.

EXHIBIT "C"
SPECIFICATIONS FOR
STORAGE SHEDS

One storage shed may constructed on any lot in the subdivision, but must conform to the specifications listed. All existing sheds board approved and built prior to these covenants are Grandfathered and deemed approved.

SEE SAMPLE DRAWING

HEIGHT: No more than forty eight inches (48").

FRONT AND BACK: No more than ten feet (10').

SIDES: No more than five feet (5').

MATERIAL: Exterior plywood and R & B Panels, provided that same is made of redwood, cypress, cedar, or pressure treated lumber.

THE TOP: Must be covered with roofing shingles.

COLOR: May be painted or stained with colors approved by the Board.

C"

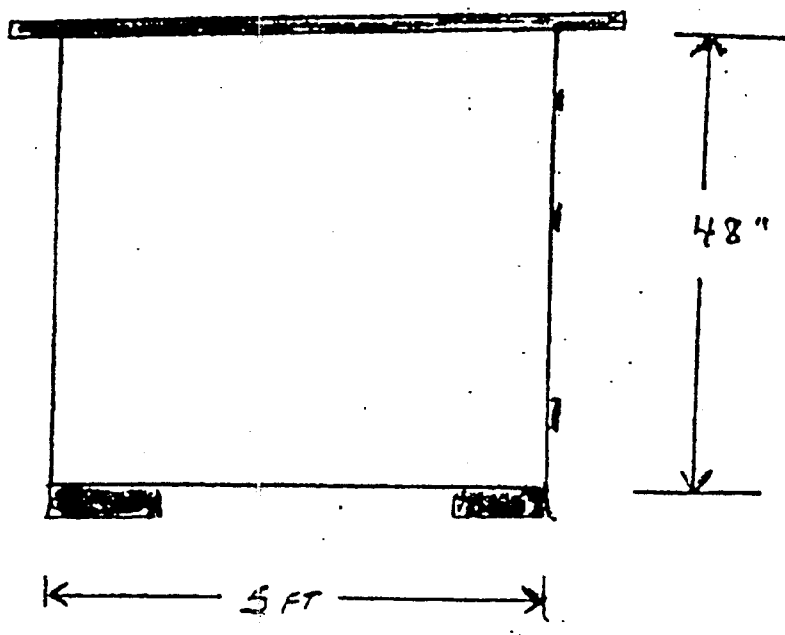
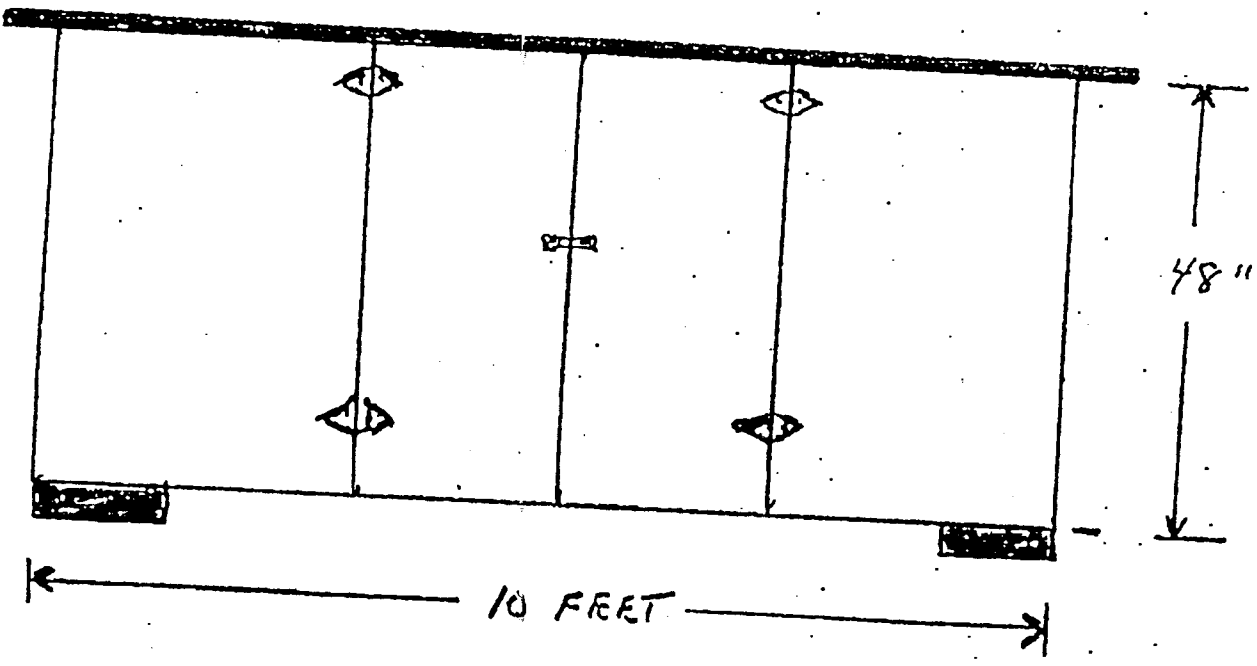


EXHIBIT "D"
SPECIFICATIONS FOR DECKS
AND GAZEBOS

LOCATION - Must be within your deeded lot.

UTILITIES - Must be located to avoid damage and allow service access.

MATERIALS - All wood must be rot resistant such as pressure treated, cypress, or redwood, and all fasteners such as nails, screws or bolts must be rust resistant.

SIZE OF DECKS - Decks may be longer than the camper, however they may not be attached to the camper or built across the towing end.

SIZE OF GAZEBOS - Neither length nor width shall exceed (ten) 10 feet except for reasonable roof overhang. Gazebos must be railed or latticed on all but up to two (2) sides. The width dimensions of the two (2) open sides must not exceed four (4) feet. In no way may the gazebo floor area

ELEVATION OF DECK OR GAZEBO - Elevation of each may be at the owner's discretion as long as they are aesthetically pleasing and do not interfere with neighboring camper's view.

QUALITY OF CONSTRUCTION - Must be within local building codes.

All existing decks and gazebos board approved and built prior to these covenants are grandfathered and deemed approved.

EXHIBIT "E"
SPECIFICATIONS FOR
FENCES

A fence may be constructed on an owner's lot for decoration or privacy as long as the fence does not restrict or interfere with any other lot owner. All fences board approved and built prior to these covenants are Grandfathered and deemed approved.

SPECIFICATIONS:

HEIGHT: No more than four (4) feet, forty eight inches (48").

TYPES: Post and rail, picket, lattice, panel, basket weave, and solid. (NO CHAIN LINK)

MATERIALS: Various types of wood such as cypress, redwood, cedar, and pressure treated lumber.

(NO WIRE)

EXHIBIT "F"

SPECIFICATIONS FOR RECREATIONAL VEHICLES

1. Any exterior work, repairs, modifications, and improvements must be done to manufacturer's specifications or approved by the Board of Directors.
2. Waste water holding tanks and attachments must be leak free.
3. All trailers must have an RVIA (Recreational Vehicle Industry Association) sticker or equivalent.
4. All water attachments must be leak free.
5. All trailers must be kept in attractive condition.
6. Trailers must have a marine toilet.
7. All trailers must be road worthy.
8. Windows must not be broken or cracked.
9. All screens must not be ripped or in a damaged condition.
10. If applicable, awnings must be in working order and not ripped or damaged.
11. All trailers must be in compliance with EPD regulations on a state and local level, with exception of those which were grandfathered and deemed approved by EPD prior to December, 1994.