

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by LAKEWOODS
PROPERTIES LTD. PARTNERSHIP hereinafter referred to as "Declarant".

WITNESETH:

WHEREAS, Declarant is the owner of certain property in, County of Douglas, State of Georgia, which is more particularly described as:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.

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

ARTICLE 1.

DEFINITIONS

Section 1. "Association" shall mean and refer to Hunters Ridge Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

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

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

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

Section 6. "Declarant" shall mean and refer to LAKEWOODS PROPERTIES LTD. PARTNERSHIP, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated up the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

Class A Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) when the total votes outstanding in the Class A membership . equal the total votes outstanding in the Class 8 membership, or
- (b) on May 1, 1993.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties, hereby covenants, and each Owner of any Lot y acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereafter provided.

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

Section 2. Purpose of Assessments. Te assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED FORTY dollars (\$240.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum For Any Action: Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the voters of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintaining upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Deed Book 612, page 703, and Deed Book 606, page 107, Douglas County Records, may be amended by the Declarant without the consent of members within 6 years of the date of this instrument provided that the FHA and VA determine that annexation is in accord with the general plan heretofore approved by them.

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

ARTICLE VII ADDITIONAL PROVISIONS

Section 1. Land use and Building Type. No lot shall be used except for residential purposes. No Building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

Section 2. House Color. The color of outside paint of all homes shall be subject to harmony of external design with the prior approval and the review of the architectural control committee. Any subsequent change of the existing color of home must be approved by the architectural control committee. Approval shall be as provided in Section 19 below.

Section 3. Dwelling. Cost, Quality and Size. No dwelling shall be permitted on any lot a cost of less than cost levels prevailing on the date these covenants were recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling. The total square feet for a dwelling of more than one story shall not be less than 1200 square feet.

Section 4. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on recorded plot. In any event, no building shall be located on any lot nearer than ten feet to an interior lot line. No dwelling shall be located on an interior lot nearer than twenty-five feet to any side street line. No building shall be located nearer than ten feet to an interior lot line. No dwelling shall be located on an interior lot nearer than twenty-five feet to the rear lot line. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building, provided; however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

~~Section 5. Lot Area and Width.~~ No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area less than 8,000 square feet.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designed above or on the recorded plat.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. No large cans, trucks, boats, trailers may be performed in driveway.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other out-building shall be used on any lot anytime as residence temporarily or permanently.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. Oil and Mining Operations. No oil drilling, oil development operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No burying of any type of material shall be permitted on any lot.

Section 11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets (not to exceed 3 in aggregate) may be kept provided that they are not kept, bred, or maintained for any commercial purposes;

Section 12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 13. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such each system is designed, located or constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

Section 14. Fences. No fence shall be erected or maintained in the front yard of any lot. All plans for fences must be submitted to architectural control committee for approval. If the fence is to be chain link, it must be painted black or dark green.

Section 15. Sign Distance at Intersection. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. Mail boxes.???? Any???? mailbox must be approved by the architectural control committee prior to installation.

Section 17. Grounds. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Declarant or the authorized agents or successors and assigns, may after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut when, and as often as, the same is necessary in its judgment and may have dead tree, shrubs, and other plants removed therefrom. Such owner shall be

personally liable to Declarant for the cost of cutting, clearing and maintenance described above the liability for amounts expended for s_uch cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by Declarant by any appropriate proceedings at law or in equity. All costs incurred by Declarant on behalf of such owner shall be reasonable. Although notice given herinabove provided shall be sufficient to give Declarant or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

Section 18. Garbage Containers. Garbage containers shall be buried or shall be located inside the garage or abutting the rear of each house.

Section 19. Architectural Control Committee:

(A). Membership. The architectural control committee is composed of Mr. Evan Shultz, Mr. Asem Toukau, and Mr. Omar Togan of 9560 Marsh Cove Ct. Atlanta, Georgia 30350. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor it's designated representative shall be entitled to any compensation for serviced performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership or to withdraw from the committee or restore to it any of its powers and duties.

(B). Procedures. The committee's approval or disapproval as requires in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty days after the plans and specifications have been submitted to it, or any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 20. Enforcement. In addition to the terms of Article VI, Section 1, enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Violation of these covenants shall be subject to the penalty of a stipulated liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to the undersigned or to any owner of lots or parcels subject to these covenants. Except that the violator shall not be required to pay damages to more than one plaintiff or complaint. In addition to the foregoing, if anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator, or to recover damages for such attempt or violation.

DRAFT

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has
hereunto set its hand and seal this 6th day of October, 2000.

(DECLARANT)
LAKEWOODS PROPERTIES, LTD. PARTNERSHIP
A Georgia Limited Partnership
By: Dorset Construction Incorporated
(Its sole General Partner)

By: er
Bassem Toukan, Vice President of
Dorset Construction Incorporated.

Signed, Sealed and Delivered
In the presence of

!!J!{/Jffe!!
Witness

[Q)ffeJjj ij

Notary Public

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BAING IN LAND LOT NO. 552 AND 646 OF THE 18TH DISTRICT AND 2ND SECTION OF DOUGLAS COUNTY, GEORGIA AND BEING ALL OF UNIT FIVE OF HUNTERS RIDGE SUBDIVISION PER PLAT RECORDED IN PLAT BOOK 26, PAGES 100, 1001 AND 102, DOUGLAS COUNTY, GEORGIA. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO.

EXHIBIT "B"

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HUNTERS RIDGE SUBDIVISION, UNIT FIVE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions ("Declaration") made on October 16, 2000, by Lawewoods Properties, Ltd., Partnership ("Declarant").

WHEREAS, Declarant executed on October 16, 2000, that certain Declaration for Hunters Ridge Subdivision, Unit Five, which has been recorded in Deed Book 1364, Page 0045, Douglas County, Georgia records, and

WHEREAS, Declarant desires to amend certain terms and conditions of said Declaration;

NOW, THEREFORE, Declarant does hereby amend said Declaration as follows:

1. Notwithstanding and other provision. term or condition of the Declaration of Protective Covenants of Hunters Ridge Subdivision, this is to declare that Hunters Ridge Subdivision Unit Five is hereby made a part of and annexed by this amendment into Hunters Ridge Subdivision and is thereby made subject to and governed by all restrictive covenants and conditions governing Hunters Ridge Subdivision Units One, Two, Three and Four, as heretofore adopted by Lakewoods Properties Ltd. Partnership.
2. Article VII, Section **19**, Subsection **(B)** is amended by deleting the second sentence, commencing with "In the event" and ending with "fully complied with."
3. By adding to Article VII, an additional section, as follows:

SATELLITE DISHES. Regulations regarding Satellite Dishes shall be formulated and passed upon by the home owners association pursuant to their bylaws.

Except as herinabove amended, the terms and conditions of the original Declaration shall remain unchanged.

In Witness Whereof, the undersigned has executed this instrument the day and year above written.

"Declarant"

LAKEWOODS PROPERTIES, LTD. PARTNERSIHP
a Georgia Limited Partnership
by: Dorset Construction Incorporated
(Its Sole General Partner)

by: _____
Bassem Toukan, Vice President of
Dorset Construction Incorporated

TEAM DEVELOPMENT CORPORATION

by: _____
Dasem Toukan, Vice President

Signed, Sealed and Delivered
in the presence of

Witness

Notary Public