

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
HENDRIX PLACE SUBDIVISION**

THIS DECLARATION MADE ON THE DATE HERINAFTER SET FORTH BY Landscaping Hydro-Seeding, Inc. hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following tracts of real property described in Exhibit "A" attached hereto and made a part of this Declaration by this reference; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW THEREFORE, Declarant hereby declares that all of the properties described in the attached Exhibit "A", including the improvements constructed or to be constructed thereon, is subject to the provisions of the Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following easements, restrictions, covenants, conditions, assessments and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to the real property subject to this Declaration and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of all owners of the property subject to this Declaration.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70 ET. SEQ. THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET. SEQ.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Hendrix Place Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, 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 herein before 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 shown on a plat entitled "Final Subdivision Plat, Hendrix Place, Phase I" prepared by Shirley, Nelson and Associates, Inc., George W. Nelson, Ga RLS No. 966, dated October 11, 1999 and recorded in the Clerk's Office of the Superior Court of Forsyth County, Georgia.

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 Landscaping Hydro-Seeding, Inc., 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

Section 1. Owner's 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) (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) (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) (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 two-thirds (2/3) 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 persons 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) (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) (b) three years from the date of this Declaration.

Section 3. Judy Strickland is hereby entitled to access to and use of all of the recreational areas

and facilities within the Subdivision. Judy Strickland shall not be required to pay any annual maintenance fees or special assessments and she is not entitled to any voting privileges. Upon sale of or transfer of title to Judy Strickland's property located adjacent to Hendrix Place Subdivision, Judy Strickland's rights to access and use of all of the recreational areas and facilities within the Subdivision will automatically terminate. The subsequent owner(s) of Judy Strickland's property will not be entitled to any membership rights.

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 by 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 hereinafter 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 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. The 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 One Hundred Twenty and 00/100 Dollars (\$120.00) per Lot.

- (a) (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) (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) (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 Sections 3 and 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 votes 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 shall be collected as determined by the Board of Directors.

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 on 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 six (6%) 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 and any appropriate proceeding at law or in equity. 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 lieu 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 COMMITTEE: ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The “Architectural Committee” shall be composed of Dexter Strickland and two or more representatives appointed by the Board of Directors, except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. Any thing or device (other than trees, shrubbery less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, barn, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Lot must be approved by the Architectural Committee. Any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot and any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner must also be approved by the Architectural Committee. No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in writing and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot

(including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Lot);

(ii) a clearing plan for the particular Lot; (iii) a drainage plan; (iv) a landscaping plan and; (v) plans and elevations of proposed structures.

Section 3. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) (c) objection to the exterior design, appearance or materials of any proposed structure;
- (d) (d) incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;
- (e) (e) objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;
- (f) (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;
- (g) (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;
- (h) (h) failure of plans to take into consideration the particular topography, vegetative characteristics and natural environment of the Lot; or
- (i) (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvements of the property or with structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6)

months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 4. Returning a Copy of Plans. Upon approval by the Architectural Committee of any plans and specification submitted hereunder, a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5. Site to be Staked Prior to Tree Cutting. After the plan for the structure is approved, the site of the structure must be staked out and such site approved by the Committee

before tree cutting is done. No tree may be cut or removed until the building plans, site plans and site staking are approved by the Architectural Committee.

Section 6. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Lot in question. Any plan submitted must be approved or disapproved by said committee within fifteen (15) days of receipt of same.

Section 7. Failure to Obtain Approval. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If property owner, fifteen (15) days after the notice of such a violation exists, shall not have taken reasonable steps toward the removal or termination of the same, Developer shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suite to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recordation among the Deed Records of Forsyth County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 8. Inspection and Testing Rights. Any agent of Developer or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither Developer, the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9. Waiver of Liability. Neither the Architectural Committee, any Architect, Developer, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of structures to comply with the requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor any structural or other defects in any work done according to such plans and specifications. All persons submitting such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 10. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for review within thirty (30) days after said plans and specifications have been submitted to the Committee, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

The following apply to all Lots within the subdivision, unless waived by the prior written consent of the Architectural Committee:

Section 1. No previously approved structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. Pre-manufactured housing is not acceptable. No residence, in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 4. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without prior "location consent" of the Architectural Committee. The Architectural Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment upon a Lot if there is no suitable location on the Lot for the placement of such devices without affecting the aesthetic qualities of the Lot in question and subdivision in general.

Section 5. No boat, boat trailer, bus, trailer, motor home, or any similar items shall be stored between the back plane of the house and the road on any Lot for a period of time in excess of twenty-four (24) hours.

Section 6. No tree having a diameter of eight (8) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. Provided, however, that the Architectural Committee shall always administer this provision in light of the orderly and proper development of the Subdivision Lots for residential purposes. Any rules or regulations regarding trees or the preservation of trees shall always be construed in light of the Lot owners' use of said property for the construction and maintenance of a residence. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 7. No animals, livestock, insects or poultry shall be kept or maintained on any Lot. This does not include usual household pets which are kept on any Lot for purposes other than breeding or commercial purposes. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, is not offensive to reasonable standards. It is specifically required that all household pets shall, at all times, be confined to the Lot of the owner except when on a leash and accompanied by its owner.

Section 8. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein, other than a standard "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent. Any other signs or advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 9. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lots; and no such Lot, nor the house situated thereon, may be used as a school, kindergarten, daycare center or business of any nature. All Lots shall be used for single-family residential purposes only and no such Lot shall be subdivided. Properties designated as "recreational" or owned by the Association may be used for such recreational purposes.

Section 10. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 11. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 12. No dwelling located on any Lot shall be more than three (3) stories in height, excluding basement.

Section 13. No dwelling located in the Subdivision shall have heated living area with ceiling height of not less than eight (8) feet, exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1500 square feet for a one-story home. A multi-storied dwelling (up to three (3) stories) shall have a minimum of 1600 heated square feet. All houses must have side entry garages, unless size, terrain, shape does not permit and approved in writing by the Architectural Committee.

Section 14. Commercial vehicles, of all types are prohibited from being parked within the Subdivision for period of time exceeding twenty-four (24) hours except during the construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one-foot square. All vehicles regularly parked on a property must have an approved parking space.

Section 15. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, stucco, stone or other veneer specifically approved in writing by the Architectural Committee.

Section 16. Before any house may be occupied:

- a. a. the home must be completely finished on the exterior in accordance with plans approved by the Architectural Committee;
- b. b. all of the yard which is visible from any street must be planted with grass or have other suitable ground cover; and
- c. c. the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 17. All material selections for the exterior of any structure must be submitted and approved by the Architectural Committee prior to application. Allowed finishes include painted wood, brick, stone or stucco. All houses to have brick, stone or stucco accents unless the front elevation does not allow such accents.

Section 18. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. All swimming pools shall be "in ground", and surrounded by approved decorative fence. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading.

Section 19. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 20. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 21. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or

home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

Section 22. Outdoor clotheslines must be screened by approved landscaping or fencing, or laced in a location not readily visible from any street or adjoining property.

Section 23. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 24. The design of all mailboxes must be approved by the Architectural Committee.

Section 25. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadways shall be erected, placed, planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The site line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

Section 26. In order to avoid unsightly and aesthetically offensive structures the location, construction plans and exterior colors of tree houses and play structures must be approved in writing by the Architectural Committee before the commencement of construction.

Section 27. No obnoxious, offensive, or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot, which may be or may become an annoyance or nuisance to the neighborhood.

Section 28. With respect to each Residential Lot, construction of the residential building is to be completed within none (9) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, Developer shall have the right, but not the obligation, to repurchase the Lot for an amount not to exceed the purchase price paid to the Developer for the Lot without interest, plus the certified expenses of improvement made thereon.

Section 29. No Owner of a Lot which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any way that affects any other Lots in the Subdivision.

Section 30. Roof Treatment. All roof stacks and vents must be located on the rear slopes of roofs except where a different location has been approved in writing by the Architectural Committee prior to construction. All roof stacks, vents, flashings and chimney caps must be painted to match roof color if visible from the front side of houses. All central air conditioning compressors shall be ground mounted. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by the Architectural Committee prior to construction.

Section 31. Unless waived by the Developer in writing, no Lot within said subdivision shall be used to provide access to any property, which is not contained within the boundaries of the subdivision. In the event written waiver is granted, Developer reserves the right should any owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said subdivision.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions 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 way 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 can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. 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 in the Clerk's Office of the Superior Court of Forsyth County, Georgia.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA 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.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set its hand
and seal

this 15 day of November, 1999.