

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WELLINGTON
and THE PINE GROVE NEIGHBORHOODS HOMEOWNER'S ASSOCIATION

THIS DECLARATION is made this 27th day of June, 1997 by Landel Properties, Inc. and John Doyle ("Developer").

WHEREAS, Developer owns all of the property known as WELLINGTON as shown on that certain plat of survey recorded in Plat Book 44 , page 1 Bartow County, Georgia Records ("Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of the Property, a Common Area (as hereinafter defined); and

WHEREAS, Developer deems it desirable to create an Association (as hereinafter defined) to own, maintain and administer the Common Area in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Common Area by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions. The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary) shall have the following meaning:

(a) "Association" shall mean and refer to THE PINE GROVE NEIGHBORHOODS, INC., a nonprofit corporation organization and existing under the laws of the State of Georgia.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(c) "Developer" shall mean Landel Properties, Inc. and John Doyle.

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title to the Common Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.

(j) "Common Purposes" shall mean and include activities such as ingress and egress for pedestrian and vehicular traffic, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.

(l) "Residential Units" shall mean and refer to each single family detached house located on a tract of subdivided property intended for a single family detached house.

ARTICLE 2

Property Subject to Declaration; Effect Thereof.

Section 1. Property Hereby Subject to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 703 & 738 of the 4th District, 3rd Section, City of Cartersville, Bartow County, Georgia, and being WELLINGTON as per plat of survey recorded in Plat Book 44, page 7, Bartow County, Georgia records, which plat by reference is incorporated herein and made a part hereof; and the area designated as "Common Area" thereon.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Section 3. Additional Property.

By supplementary filings, Developer has the option, but not the obligation, to subject additional property, as in its discretion determined, to the terms of this Declaration. This option shall remain exercisable for seven (7) years from the date of recording hereof.

ARTICLE 3

The Community Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist THE PINE GROVE NEIGHBORHOODS, INC., a nonprofit

Georgia Corporation, and the association shall be known as THE PINE GROVE NEIGHBORHOODS HOMEOWNER'S ASSOCIATION.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class B members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the 1st day of July, 2002,

whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment to be levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair, or reconstruct any damage or destruction to the Common Area and the facilities thereon;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Common Area;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and

(vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interests in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such persons, and two or more persons vie to cast a vote for such Residential Unit, then the vote pertaining to such Residential Units shall not be counted.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class B membership shall automatically terminate and cease, the Developer may be a Class A member insofar as it may then hold any interest required for membership in Section 2 of Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the membership.

All matters concerning meetings of members of the Association, including the time and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Section 1. The Common Property; Members Rights in the Common Property.

The Developer hereby covenants with the Association to convey the Common Area to the Association on or prior to the 1st day of January, 2002.

Section 2. Members' Easements of Enjoyment.

Subject to the provisions contained in (a) through (f) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Common Area for Common Purposes and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. The Common Area shall be used only for Common Purposes, and the purposes set forth in Article 1 paragraph (j) supra. Rights and easements of the enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Common Area as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and Common Area. In addition, Developer, at its expense, covenants to construct in the Common Area, an entrance facility the type of which shall be at Developer's sole option, and such landscaping as Developer, in its sole discretion, deems appropriate. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessments coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.

(b) The Association shall not mortgage any portion of the Common Area which may provide ingress and egress to any Residential Unit.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosing if Developer has pledged any interest in and to the Common Area to any lender; and

(d) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(e) The right of the Association at any time to transfer all or any part of the Common Area if authorized by two-thirds (2/3) or more of the votes of those entitled to vote and of all classes of memberships subject to the provisions of this Declaration; and

(f) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

Section 3. Extension of Rights and Benefits.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property and to other persons as may be permitted by the Association's Board of Directors.

ARTICLE 5 Assessment Section 1. Creation of the Lien or Personal

Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

(a) Annual assessments and charges, and

(b) Special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property; at the time the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Area and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Common

Area, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of WELLINGTON, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area and facilities and the entrance area.

*Section 3. Basis and **Maximums** of Annual Assessments.*

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall be Thirty Dollars (\$30.00) per residential unit payable to the Association, and

(b) The Class B member shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Common Area.

From and after such time as the Class A members shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum initial annual assessment and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of thirty percent (30 %) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of two-thirds (2/3) or more of the votes of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures or personal property related thereto, or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

Section 5. Equality of Assessment among Residential Units.

No Residential Unit within the Restricted Property shall bear a higher assessment than

any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B member may bear a greater or lesser assessment burden than Class A members while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 31st day of January of each year and shall be paid to the Association without further notice from the Association; provided, however, that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period, the payment for the annual assessment shall not be due until thirty (30) days after such notice is given. The failure to notify thirty (30) days prior to the annual assessment period shall not, however, reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the costs of the collection thereof, thereupon become a continuing lien on the delinquent member's property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and

shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If an assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or ten percent (10%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property, in which event, interest, costs, and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner, by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding in a court of law or of equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association, acting on behalf of the other members, shall have the power to bid in the owner's property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area and facilities. The Association shall not waive any liens or rights it may have against any member without the approval of holders of one hundred percent (100%) of the votes of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within sixty (60) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Area and facilities and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments coming due during the period of such suspension and shall not effect the permanent charge and lien on such member's property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restricted property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record

and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder becoming due after such sale and transfer.

ARTICLE 6

Administration

Section 1. Responsibility for Administration.

The administration of the Association, the maintenance, repair and operation of the Common Area and facilities and the Entrance Areas shall be the responsibility of the Association.

Section 2. Maintenance Agreement.

The Association may enter into such maintenance agreements as are necessary or desirable for the maintenance of the Common Area. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a maintenance agreement for the installation and/or operation of such improvements, the manager of the Common Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any maintenance agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination ten (10) days after two-thirds (2/3) of

the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain the Common Area, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

Design Guidelines

Section 1. Land Use and Building Type.

No Tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Tract other than one detached single-family dwelling unit not to exceed two (2) stories in height.

Section 2. Architectural Control.

No building of any kind shall be erected, placed or altered on any Tract until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee, as described in Paragraph 19 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished graded elevation. Every Tract shall have a landscaped front yard with any grass areas to consist of sod the type of which shall be

approved by Developer. All fences to be installed, or any fence already installed and (o be altered, shall be approved by the Architectural Control Committee. No fence shall be installed on any lot nearer to the street than the rear of the house, and any fence which faces a street shall consist of a wooden privacy fence. No fence shall be installed on any corner lot without prior written approval of the Architectural Control Committee.

Section 3. Dwelling.

(a) Minimum house sizes - No single family residential structure shall be located on any lot unless said structure shall have at least 1,800 square feet of heated living area. Any structure which exceeds one story in height shall have not less than: 1,900 square feet in a story and a half, 1,900 square feet in a split-level, and 2,000 square feet in a two story. No such structure shall exceed three stories in height; provided, however, that single family residential structures may, subject to the approval of the Declarant, be designed as split-level structures which are three stories high. The words "split-level", structures as used herein, shall mean single family residential structures in which floor levels of living space are separated so that ground levels are in differing elevations and part of such structure is three stories in height.

(b) Landscaping - A written plan of landscaping must be submitted to the Declarant prior to installation of any materials; this plan should include a drawing to show location and description of all "hardscape" items such as fences, walls, rocks, fountains, statuary and so forth. Landscaping shall be completed in accordance with approved plans not later than thirty (30) days after:

- (1) Final inspection by the City of Cartersville Building Inspector; or
- (ii) occupancy of residential structure, whichever is earlier.

Section 4. Building Location.

AH houses constructed on any lot in the subdivision shall be placed behind the minimum building set-back line as shown on the subdivision survey, or as may be required by the governing political authority.

(a) Location of structures - all structures together with related paved and open areas, shall be located on each lot to:

- (i) Minimize changes in the existing grade and appearance;
- (ii) Preserve existing trees and vegetation to maximum extent possible;
- (iii) Control drainage and prevent erosion; and
- (iv) Create prime views and conceal unsightly areas.

Section 5. Tract Area.

The minimum area for all tracts shall be as shown on the recorded Plat of Survey for

WELLINGTON Subdivision, a private Subdivision, located in Bartow County, Georgia. No Tract shall be subdivided at any time to an area consisting of less acreage than as shown on the aforementioned recorded plat of survey for that respective Tract.

Section 6. Easements; Sidewalks.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat or as may be required by Developer. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as so designated above. Sidewalks shall be constructed on Lots 30-41 and 51 - 57. The respective Owners of each of these lots shall construct the sidewalk at Owner's expense in accordance with the plans and specifications provided by Developer.

Section 7. Nuisances.

No noxious or offensive activities shall be carried on or upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the adjoining owners.

Section 8. Temporary Structures.

No mobile home or modular home shall be placed or erected on any lot of the subdivision. A mobile home is a detached single family dwelling unit built on a chassis and designed for long term occupancy, containing sleeping and living areas, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on streets or highways on its own wheels or on detachable wheels, arriving at the site as a complete dwelling unit and ready for occupancy after minor or incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, or the connecting of two units together (referred to as a doublewide), connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated transportable building consisting of building modules designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventionally on site constructed building and to be used for residential purposes. The use of prefabricated walls or trusses shall not be considered a modular home. No trailer, tent, shack, garage, barn or other outbuilding shall be placed or erected on any lot in the subdivision nor shall any structure of a temporary character be placed on any lot in the subdivision. Structures customarily incidental to residential use are allowed so long as such structures are not unsightly or do not adversely affect the value of other lots in the subdivision.

Nothing contained herein shall prohibit the use of portable or temporary buildings as trailers to be used as field offices by contractors during the actual construction of dwellings to

be located on the lots in the subdivision.

Section 9. Signs.

No signs whatsoever shall be installed, altered or maintained on any lot, or on any portion of a structure visible from the exterior thereof, except:

- (a) such signs as may be required by legal proceedings;
- (b) not more than one "For Sale" or "For Rent" sign; provided, however, that in no event shall any such sign be larger than four square feet in area nor shall it contain any information which does not advertise the house and lot as "For Sale" or "For Rent";
- (c) directional signs for vehicular or pedestrian safety; and
- (d) such signs as may be required by developer or builder.

Following the consummation of the sale or rental of any lot, the sign located thereon shall be removed immediately.

Section 10. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 11. Livestock and Poultry.

No general farm animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any Tract. Ordinary household pets such as dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

Section 22. Antennae, Etc.

No exterior television antennas shall be permitted on any lot. Satellite dishes or apparatus used for the reception of any type signal for television or radio shall not exceed 24" in diameter and shall not be visible from any street.

Section 13. Clotheslines, Garbage Cans, Etc.

No outside clotheslines will be allowed. Garbage cans and wood piles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residents, and may be maintained in a rear yard of a Tract only.

Section 14. Heating Fuel Containers, Etc.

Except for liquid propane tanks for home gas grills and other such patio cooking equipment, no exposed liquid propane tank, fuel oil tank or any type of fuel container used to heat a Residential Unit shall be located visible and above ground on any Tract. Any such container shall be buried below ground and shall be located on a Tract only with the prior approval in writing by the Architectural Control Committee.

Section 15. Recreational Equipment.

Recreational and playground equipment shall be placed or installed upon a Tract only to the rear of any Residential Unit. Basketball goals may be placed adjacent to the driveway. No above ground pools shall be allowed.

Section 16. Recreational Vehicles and Trailers.

No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Tract on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing and except for house trailers and mobile homes, any such vehicles or equipment may be stored on a Tract, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by any neighboring residence and from the view of any driveway or street, and must be approved in writing by the Architectural Control Committee.

Section 17. Garbage and Refuse Disposal.

No Tract 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 containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No person shall dump rubbish, garbage or any other form of solid waste on any Tract or on Common Area.

(a) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage or any form of solid waste on any Tract or on Common Area.

(b) Except for building materials employed during the course of construction of any Structure, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Tract unless screened or otherwise handled in a manner set forth in the Design Standards and approved in writing by the Architectural Control Committee.

(c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed at the street. At all other times, such containers shall be screened or enclosed in the manner set forth in the Design Standards.

Section 18. Sewerage Disposal.

No individual sewerage-disposal system shall be permitted on any Tract unless such system is designed, located and 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 the appropriate governmental authorities.

Section 19. Architectural Control Committee.

The Architectural Control Committee shall be composed of John Doyle, J. Steve Hatley and an architect of their choosing. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor a designated representative, except the architect member, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the Architectural Control Committee shall be deemed to have been given and in compliance with the related covenants shall be deemed to have been made. The Association will assume the responsibilities of the Architectural Control Committee upon written notice from John Doyle and J. Steve Hatley, or their designee, successor or assignee. Such written notice shall be given to the Association along with the resignation of the original members of the Architectural Control Committee.

The construction of any house in the subdivision will be completed within ten months from the actual beginning of the construction. The beginning of the construction of the house shall be such time as the builder or owner or their agents or employees begin to grade or clear a lot or start any actual work toward, construction of the house.

(a) After approval by the Declarant, all structures must conform to plans and specifications as submitted to the Declarant. Any change must have the prior approval of the Declarant.

(b) All stumps and brush are to be removed from lots prior to foundation construction, and debris shall be removed as often as necessary to keep the lot and any structure thereon attractive. Construction debris shall not be dumped in any area of the subdivision.

(c) Lots shall be graded in such manner so as not to block any natural or manmade swells, ditches or drainage structures. Earth, hay berm or silt fences shall be installed in cooperation with the City of Cartersville Building Inspection Department. Whenever possible, lots shall drain independently rather than to adjoining lots.

Section 20. Construction Materials

All materials to be used in construction of any house in the subdivision shall be subject to the colors and materials guidelines as set forth herein.

(a) Materials

(i) A minimum number of exterior materials shall be used on structures to avoid a cluttered appearance. Where two materials are used (in addition to glass), one shall be dominant.

(ii) Secondary materials, when used, shall compliment the dominant material in texture and color.

(iii) Recommended materials include:

- (a) Natural wood and masonite siding;
- (b) Brick - there shall be no weeping or black mortar. All brick shall be subdued colors and samples must be submitted for approval;
- (c) Natural cedar shakes or shingle;
- (d) Asphalt shingles which are black, shadow-black, and other trade names of various black asphalt roofing;
- (e) Wood or metal garage doors of simple design; and
- (f) Stucco - the color and shade of which shall be submitted for approval.

(iv) Unacceptable materials include:

- (a) Artificial brick;
- (b) Color coatings which simulate natural materials;
- (c) Unnatural tones of brick and stone;
- (d) Visible silver finish and aluminum flashing;
- (e) Unfinished standard concrete blocks; and
- (f) Aluminum siding.

(c) Colors

(i) The exterior colors of the (walls and roof of a single-family residential structure shall be compatible and harmonious with the colors of nearby single-family residential structures. Highly reflective colors shall be avoided,

(ii) A minimum number of exterior colors shall be used. When more than one color is used, one shall be clearly dominant, (iii) Secondary colors shall be:

- (a) Compatible with the dominant colors; and
- (b) Limited to architectural details such as fascia frames and other building trim.
- (iv) High contrast colors, when used on structures shall be limited to major architectural elements such as entry doors.

Section 22. Screening

All screening shall, be used within the subdivision to define private spaces or to attract or divert attention to or from particular views. The methods of screening and the subject to be screened are subject to the approval of the Declarant.

Section 22. Enforcement.

Enforcement of the covenants contained in this instrument shall be by proceedings 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.

Section 23. Severability.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument, which shall remain in full force and effect.

Section 24. Wetlands

Wetlands under the jurisdiction of the U.S. Army Corps of Engineers have been identified on Lots 27, 28 and 57 and on the Common Area of the Wellington subdivision. The owners of these properties may be subject to penalty of law for disturbance of these wetland areas without proper authorization from the U.S. Army Corps of Engineers.

ARTICLE 8

Insurance and Casualty Losses

Section 1. Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction. The Board of Directors shall also obtain a liability policy covering the Common Area and

facilities for all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 9 Swim Membership *Section 1. Swim*

Membership.

Each Owner, by virtue of property ownership in Wellington, shall be a member of "The Neighborhoods of Pine Grove Swim Association, Inc. (the "Swim Association"). The Swim Association will operate under its own charter, by-laws and rules and regulations, and will impose mandatory dues and assessments. The Swim Association's membership is not exclusive to the Owners in Wellington, but will also have members from the Deerfield, Parts I, II & III, and Carrington subdivisions.

General Provisions

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed 20 years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast votes equal to two-thirds (2/3) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Bartow County, Georgia, at least ten (10) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the United States mail, postage

prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of this Declaration are declared to be severable.

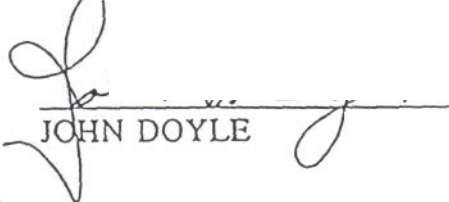
Section 4. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time during the first five (5) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least two-thirds (2/3) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least two-thirds (2/3) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Bartow County, Georgia Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Bartow County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized Partners, the day and year first above written.

LAND EL PROPERTIES', INC

BY:  (SEAL)
EVE HATLEY, PRESID/ENT

 (SEAL)
JOHN DOYLE