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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LOOKOUT CREST, LLC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Developer is the fee simple owner of all that tract or parcel of land lying and being in Walker County, Georgia, and being more particularly described on the final plat (Lots 1 through 23), recorded in Plat Book 81, Page 713 in the office of the Superior Court of Walker County, Georgia, and by this reference made a part hereof (hereinafter together with any "Annexation Property", as such term is hereinafter defined, which Developer shall hereafter submit to this Declaration, referred to as the "Submitted Property"); and

WHEREAS, Developer intends to establish on the submitted property a residential development to be known as Lookout Crest (hereinafter referred to as the "Development");

WHEREAS, Developer desires to enhance the value of and provide for the integrity, harmony, and unity of the development;

NOW THEREFORE, the Developer hereby declares that the Submitted Property, including such portions of "Annexation Property" as Developer hereafter elects from time to time to make subject hereto, shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions, and easements, all of which are in furtherance of a plan for the development, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the Submitted Property. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest herein or thereto from and after the date of recording this Declaration on the deed records of Walker and Dade County, Georgia, and shall, subject to the limitation herein provided, inure to the benefit of each "Owner" (as hereinafter defined) his heirs, successors and assigns.

ARTICLE I DEFINITIONS

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

1.01 "Annexation" shall mean the process by which the "Annexation Property" is made subject to this Declaration.

1.02 "Annexation Property" shall mean all the tract or parcel of land of Developer lying and being located in Walker and Dade County, Georgia, and which is contiguous to the Submitted property described above.

1.03 "Architectural Control Committee" shall mean the committee that shall be formed pursuant to Article VI to declare, interpret and supervise compliance with the covenants and restrictions provided for herein.

1.04 "Association" shall mean a Georgia non-profit corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and

assigns.

1.05 "Commencement Date" shall mean the date designated by Developer upon which "Lots" become subject to Assessments.

1.06 "Common Area" shall mean all real and personal property (hereinafter sometimes referred to as "Common Properties") in which the Association owns an interest for the common use and enjoyment of all the "Owners". Said interest or interests may include, without limitation those properties identified by the Developer as being held for recreational activities that may be held, operated or leased by the Developer, estates in fee, estates for a term of years, usufructs or easements. Without limitation the Common Area shall include any private road shown on any "Plat" of Submitted Property.

1.07 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges assessments, affirmative obligations and liens set forth in this Declaration.

1.08 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Lookout Crest, LLC and any supplemental declaration filed pursuant to the terms hereof.

1.09 "Developer" shall mean and refer to: (i) Lookout Crest, LLC or any entity in which it has at least a fifty percent (50%) ownership; or (ii) any successor-in-title to the said entity to all or some portion of the Submitted Property or the Annexation Property; provided such successor-in-title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor-in-title is expressly designated as the Developer hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

1.10 "Development" means all Submitted Property, including such portions of the Annexation Property as the Developer may make subject to the provisions of this Declaration by Annexation.

1.11 "Easement Area" shall mean those areas on any Lot with respect to which utility easements or other easements are shown on a recorded deed or plat relating thereto.

1.12 "Lot" shall mean a parcel of land designated as a numbered lot on the "Plat".

1.13 "Owner" shall mean the record owner (including Developer), whether one or more persons or entities (or legal representative of a deceased or incompetent individual Owner), of the fee simple title to any Lot; provided, however that where fee simple title has been transferred to a lender or secured party and is being held merely as security for the repayment of a loan, the person or entity who would own the lot in fee simple if such loan were paid in full shall be considered the owner. In the event there is recorded in the Office of the Clerk of the Superior Court of Walker County, Georgia, a long-term contract of sale covering any Lot within the property in the Development, the owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the

purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

1.14 "Plat" or "Plats" means the subdivision plat recorded in the Office of the Superior Court of Walker County, Georgia, prior to the recording of this Declaration, with respect to the Submitted Property, and the subdivision plats which shall be recorded with respect to any portion of the Annexation Property which is submitted to this Declaration by Annexation.

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

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

1.17 "Structure" means: (i) any thing or object, the placement of which on any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion dam or other thing or device which effects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any lot; and (iii) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.15 applies to such change.

ARTICLE II COMMON AREA

2.01 Conveyance of Common Area.

(a) The Developer may from time to time assign leases and convey real property and personal property to the Association, and grant easements to the Association, at no expense to the Association and in accordance with Article II, to be held by the Association as Common Area. The Association hereby covenants and agrees to accept from the Developer, and shall be deemed to automatically accept, all such conveyances of Common Area.

(b) It is contemplated by the Developer that the Developer will convey to the Association the Common Area for the purposes set fourth in Section 2.02 hereof. The Developer may, at the Developer's sole discretion, modify, alter, increase, reduce and otherwise change the Common Area contemplated to be conveyed to the Association in accordance with this Declaration at any time prior to conveyance of such Common Area to the Association.

(c) In addition to the property described in subsection (b) of this section, the

Developer may convey to the Association in accordance with this section such other real and personal property as the developer may determine to be necessary or proper for the completion of the development.

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

2.02 Purposes of the Common Area. The Common Area conveyed by the Developer to the Association shall be used and maintained for the following purposes:

(a) Those areas shown as private roads on the Plat of any Submitted Property shall be maintained by the Association as a private road system subject to (i) an easement therein to and for the use, enjoyment, conveniences and safety of the Owners, and (ii) the easements and other rights therein and obligations pertaining thereto.

(b) As to all Common Area conveyed to Association by Developer or otherwise acquired by Association as Common Area (other than private roadways referred to in sub-paragraph (a) hereinabove), Association shall use and maintain the same (i) subject to such restrictions and limitations on the use thereof as may be designated in the deed by which the Common Area is conveyed to Association, and (ii) for the general use and benefit of Owners.

2.03 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Area, which right and easement shall be appurtenant to and shall pass automatically with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Area by all other Owners. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Section 4.05.

2.04 Rights of the Association. The rights and privileges conveyed in Section 2.03 hereof shall be subject to the right of the Association acting through the board to:

(a) Promulgate rules and regulations relating to the use, operation and maintenance of the Common Area not otherwise contrary to any provision of this Declaration.

(b) Enforce all applicable provisions of valid agreements of the Association relating to the Common Area or any part thereof.

2.05. Types of Common Area. At the time of the conveyance of any real property or grant of easement by the Developer to the Association to be used as Common Area, the Developer shall designate in the deed of conveyance or easement that such real property is to be Common Area and further may, subject to any applicable zoning ordinance of any applicable governmental public authority, designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used,

and in such event, such real property or portion thereof shall not, without a Two-Thirds Vote and consent of the Developer, be used for any different purpose or purposes.

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

2.07. Use of Recreational Facilities. The recreational facilities designated as Common Areas within the Development may be used for recreational purposes only by Lot Owners, their immediate families and the guests when accompanied by an Owner or by a member of an Owner's immediate family. Lot Owners whose Lots do not front on a recreational facility shall be granted access by way of designated easements and Common Properties nearby. Except for service or maintenance purposes on lakes or ponds no methods of propulsion for boats or crafts shall be allowed except paddles or oars. No boat exceeding sixteen (16) feet in length except for canoes and sculls, or having a capacity of more than four (4) persons, shall be permitted on the lakes or ponds.

2.08. Rules and Regulations. Rules and regulations governing recreational facilities including, but not limited to use of all swimming areas, fishing and fish population, protection and maintenance of the lakes, dams and shorelines, and usage of the lakes shall be imposed and controlled by the Developer or the Board. These rules and regulations are intended to reserve exclusively to the Association the right to control the safety of Lot owners and their guests, the growth and health of the fish population; the type and growth of plants and algae; the determination of incompatible fish or bait to be excluded from the lakes, the type of any chemicals, fertilizers, fish food and foreign matters that can be used or not used; the size, number and type of fish and other aquatic species to be kept or returned to the water; restocking; and elimination of any excessive fishing or abusive-type methods by Lot Owners, their families or guests. All safety and licensing laws and rules and regulations of governing authorities and the Developer or the Board shall be adhered to by all Lot Owners and their families and guests.

2.09. Easement for Entry Upon Lots for Maintenance, Repair or Cleaning of Recreational Activities. The Association shall have the responsibility for maintaining, cleaning, correcting and repairing any recreational area and the responsibility for dredging, clearing out, and/or draining the lakes as needed. In order to perform this function, the Developer or the Board, or their authorized agents, may need to enter upon Lots fronting any recreational area. A perpetual easement is therefore reserved upon each waterfront Lot, as shown on the recorded plat, for the purposes described in this Section. In performing the functions described herein, or for reasons of public safety, the Developer or the Board shall have the authority to suspend the use of all or part of any recreational facility by Lot Owners, their families and guests for such period of time as the Developer or the Board may deem necessary. No private ponds or lakes shall be constructed on any Lot without the express written authorization of the Developer or the Board after submission and approval of the plans and specifications for a proposed pond or lake. If such approval is granted by the Developer or Board, the Lot Owner, prior to commencement of construction, must obtain all applicable permits and approval from appropriate governmental authorities including, but not limited to, the Georgia Department of Natural Resources and the Georgia Soil Conservation Department to insure that all design, safety and health standards have been met, particularly complying with the Georgia Safe Dams Act of 1978, as amended from

time to time. Furthermore, the Developer or the Board can deny a Lot Owner's request to construct a private pond or lake, if in their sole opinion, the pond or lake would (1) unreasonably capture or divert the natural water flow or affect the amount of natural watershed into other existing or planned ponds or lakes in the Development, or (2) the pond or lake would create a health or safety hazard. If a private pond or lake is approved and constructed, the restrictions contained herein shall be applicable to such pond or lake.

ARTICLE III
WATER DRAINAGE AND WATER SYSTEM MANAGEMENT

3.01 Water Drainage Installation and Management.

(a) Developer hereby reserves unto itself and its designees, successors, assignees, and licensees the right to construct or install over, across and upon any portion of the Development for the purpose of installation, maintenance, construction, and repair of the water drainage system in a manner consistent with the original design thereof by Developer and in accordance with requirements of applicable governmental authorities. Developer shall construct and maintain at Developer's expense those drainage areas required to control storm water management including the construction, repair and maintenance of drainage facilities, including but limited to inlets and outfall structures and all appurtenances thereto. Notwithstanding the foregoing, the location of the drainage pattern may not be modified or relocated without the prior written consent, where applicable, of any governmental agency regulating same. The water areas encompassed by the drainage area will be kept and maintained by the Developer in an ecologically sound condition for water retention and control, drainage, and water management purposes in compliance with all applicable governmental requirements.

3.02 Amendment of Water Drainage Installation and Maintenance of Water Drainage System Declaration.

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Developer may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions, and other provisions of this Declaration pertaining to water drainage and maintenance so long as the same do not substantially impair the Development. The Developer retains the right without the requirement of Owners after the installation of the water drainage and maintenance system to execute such instruments as to cause the water drainage and maintenance thereof to become Common Area by the recordation of an instrument containing provisions that are in effect in the public records of the county. Upon recordation of such an instrument the water drainage system and maintenance thereof shall no longer be the responsibility of Developer (other than as an Owner) but shall become a Common Area to be maintained by the Association and subject to assessment for the maintenance thereof.

ARTICLE IV
THE ASSOCIATION

4.01 Purposes, Powers and Duties of the Association.

(a) An Association shall be formed as a non-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the Development. To the extent necessary to carry out such purpose, the Association: (i) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (ii) shall have the power and duty to perform all of the duties and obligations of the Association as set forth in this declaration and in the Articles.

(b) The Association may borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Area, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property (excluding any road system) and revenues from Assessments and other sources.

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

4.03 Voting Rights.

(a) Each Owner shall be entitled to one (1) vote for each Lot owned by such Owner. If an Owner consists of more than one person and only one of those persons is present at a meeting of the Association, that person shall be entitled to cast the vote of such Owner; however, if more than one of those persons is present, such vote shall be cast in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote of such Owner without protest being made forthwith by any of the others present at such meeting to the person presiding over the meeting. If such persons are unable to reach unanimous agreement as to how the vote of such Owner shall be cast, no vote may be cast by such persons.

(b) The Development will be composed of Lots to be developed in phases which may contain unequal numbers of Lots. Each such phase will be shown on a Plat recorded in the Office of the Superior Court of Walker County, Georgia. The Developer shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Developer of the Plat covering each phase, the total membership and number of votes in the Association shall automatically increase by the number of Lots shown on such Plat. Nothing contained herein shall obligate the Developer to develop any proposed phase of the Development unless such phase is subjected to this Declaration.

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

4.05 Suspension of Membership. The Board may suspend the voting rights of any Owner and the right of enjoyment of the Common Area of any person who:

- (a) has failed to take reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received written notice thereof;
- (b) shall be delinquent in the payment of any Assessment;
- (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Area.

Such suspension shall be for the balance of the period in which such Owner or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in Subsection (c) of this Section 4.05, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation.

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

4.07 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Owners shall be governed by this Declaration, the Georgia NonProfit Corporation Code, the Articles of Incorporation and the Bylaws.

4.08 Control by Developer. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation or in the Bylaws, the Developer hereby retains the right to amend, modify or revoke any part thereof of these Declarations and to appoint and remove any member or members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date upon which all of the Lots have been conveyed by Developer to Owners; or (b) the surrender by Developer of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Developer. Upon the termination of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Developer if Developer then owns one or more Lots. A special meeting of the Association shall be called at such time. At such special meeting, the Owners shall elect a new Board which shall undertake the responsibilities of the Board and Developer shall deliver to the newly elected Board the books, accounts and records, if any, which developer has kept on behalf of the Association. Each Owner by acceptance of a deed to or other conveyances of a Lot vests in Developer such authority to appoint and remove directors and officers of the Association as is provided in this Section.

ARTICLE V ASSESSMENTS

5.01 Covenant for Assessments and Creation of Lien and Personal Obligation. The Developer, to the extent that Developer is an Owner, hereby covenants and agrees, and each

Owner, jointly and severally, for himself, his heirs, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) To pay to the Association the initial, special and annual Assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(b) To pay to the Association any special Assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) That there is hereby created a continuing charge and lien upon all Lots against which all such Assessments are made to secure payment of such Assessments and any interest thereon as provided herein and costs of collection, including reasonable attorneys' fees;

(d) That such continuing charge and lien on such Lot or Lots binds such Lot or Lots in the hands of the then Owner of each Lot, and such Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except: (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alteration of Structures;

(e) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any Assessment thereafter assessed;

(f) That all initial, annual and special Assessments (together with interest thereon as provided in this Declaration and costs of collection, including reasonable attorneys' fees) levied against any Lot or Lots owned by him shall be (i) a continuing charge and lien against such Lot or Lots as provided in this Declaration; and (ii) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent Assessments shall not pass to an Owner's successor-in-title unless expressly assumed by such successor.

5.02 Purpose of Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the inhabitants of the Subdivision, including, but not limited to (i) the maintenance of any private roads referred to in Article II hereof; (ii) the acquisition, construction, improvement, maintenance and equipping of Common Area; (iii) the enforcement of these Restrictions; (iv) the payment of operating costs and expenses of the Association; and (v) the payment of all principal and interest when due on all debts owed by the Association.

5.03 Accumulation of Funds Permitted. The Association shall neither (i) be obligated to spend in any calendar year all sums collected in such year by way of annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining, nor (ii) be obligated to apply such surplus to the reduction of the Amount of the annual Assessments in any succeeding year. Accordingly, Association may carry forward from year to year such surplus as the Board may deem appropriate pursuant to Association's obligations hereunder.

5.04 Initial Assessment. Unless waived by the Developer, each Owner who purchases any Lot from Developer shall pay an initial assessment of Six Hundred and No/100 Dollars (\$600.00) for each Lot purchased within thirty (30) days of the purchase of said Lot. All subsequent Owners of any given Lot shall not be liable for an initial assessment unless otherwise provided in these Declarations, but shall be otherwise liable for any and all annual and special assessments.

5.05 Annual Assessments.

(a) The Developer shall designate a Commencement Date for each phase of the Development. The Commencement Date for a phase shall apply to all Lots in such phase. The Commencement Date for each phase shall be not later than twelve (12) months after the recording of the Plat for such phase. Beginning on the Commencement Date and continuing thereafter through December 31 of that year in which Developer's right to appoint and remove directors and officers of Association is terminated, each Lot shall be subject to annual Assessments of Six Hundred and No/100 Dollars (\$600.00) per Lot for each Lot on which no dwelling has been completed (as hereinafter determined), and an annual Assessment of Eight Hundred and No/100 Dollars (\$800.00) for each Lot on which a dwelling has been completed. (For purposes of this Article V, a dwelling shall be deemed "completed" upon the earlier of (i) occupancy of such dwelling or (ii) twelve (12) months from the date of issuance of the building permit for such dwelling. In the event that the Commencement Date falls on a day other than January 1, the annual Assessment for such year shall be prorated so that each Owner pays an annual Assessment proportional to the number of days remaining in the calendar year.

(b) Commencing with the first Assessment Year after which Developer no longer retains the right to appoint and remove directors and officers of the Association and continuing thereafter, the annual Assessment may be increased or decreased at any time and from time to time during each Assessment Year upon the approval of the Board.

5.06 Special Assessments for Enforcement of Restrictions and Capital Improvements. In addition to the annual Assessments authorized by this Article V, the Association may levy, in any Assessment Year after which Developer no longer retains the right to appoint and remove directors and officers of the Association and with such frequency as the Association shall deem necessary, require payment by the Owners of special Assessments for the purpose of paying for the enforcement of these Restrictions and for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair, or replacement of a capital improvement on the Common Area, provided that (i) any such special Assessment shall have been approved by a Two-thirds Vote of the Owners, and (ii) the amount of any such special Assessment for each Lot on which no dwelling has been completed shall be equal to one-half (1/2) of that amount of the

special Assessment levied for each Lot on which a dwelling has been completed.

5.07 Assessment Procedure.

(a) When each annual Assessment is established as provided in Section 5.05, Developer (or the Board, as the case may be) shall also establish the date during the Assessment Year on which the annual Assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual Assessment and the Due Date. The Annual Assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special Assessments which may be levied in accordance with the provisions of this Article V.

(b) All Owners shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Owners at which the Board shall propose taking action pursuant to Section 5.05. Such written notice shall specify that the Board will propose action pursuant to Section 5.05. If the quorum required by the Bylaws is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be fifty percent (50%) of the quorum required by the Bylaws for the first meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

5.08 Uniform Rate of Assessment. Initial, annual and special Assessments must be fixed at a uniform rate for all Lots, but in all events the special Assessments for Lots on which a dwelling has not been completed shall be one-half (1/2) of the amount of annual or special Assessments levied upon Lots on which a dwelling has been completed, as set forth in Sections 5.05(a) and 5.06 hereof.

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

5.10 Certificate of Payment. Not more than ten (10) days subsequent to written request by an Owner, the Association shall furnish to such Owner a written certificate stating that all Assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all Assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

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

ARTICLE VI ARCHITECTURAL CONTROL

6.01 Architectural Control Committee: Creation and Composition.

(a) The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) individuals one of whom shall be designated as Chairman at the time of appointment of such Committee by Developer; provided, however, that the Architectural Control Committee shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, all members of the Architectural Control Committee shall be appointed by the Developer to and through the date after which Developer no longer retains the right to appoint and remove directors and officers of the Association. Upon the expiration of Developer's right to appoint members of the Architectural Control Committee, all members of the Architectural Control Committee shall be borne by the Association.

(b) Each initial member of the Architectural Control Committee shall be appointed for a term expiring on December 31, 2007, except the initial Chairman, who upon his appointment by Developer as such Chairman shall serve for a term expiring on June 30, 2008. Thereafter, each member of the Architectural Control Committee shall be appointed for a one-year term. If any vacancy shall occur in the membership of the Architectural Control Committee by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the Architectural Control Committee shall continue to act and such vacancy shall, subject to the provisions of Section 6.01 (a) be filled by the Developer until right to remove is relinquished by Developer at the earliest possible time. Any Architectural Control Committee member may resign at any time by giving written notice of such resignation to the Chairman of the Architectural Control Committee and such resignation shall take effect on receipt thereof by the Chairman. Any member of the Architectural Control Committee may be removed at any time with or without cause by the Developer (or Board if at such time the Board has the right to appoint members of the Architectural Control Committee).

6.02 Purpose; Powers and Duties of the Architectural Control Committee. The

purpose of the Architectural Control Committee is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the Architectural Control Committee for approval (a) as to whether the proposed installation, construction or alteration complies with these covenants and restrictions and is in conformity and harmony with the external design and general quality of the Development; and (b) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient and proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

6.03 Submission of Plans and Specifications. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless two (2) sets of plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee.

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

6.05 Disapproval of Plans and Specifications. The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- (a) The failure to include such information in such plans and specifications as may have been reasonably requested;

(b) The failure of such plans or specifications to comply with this Declaration;

(c) Any other matter which, in the judgment of the Architectural Control Committee, would be likely to cause the proposed installation, construction or alteration of a Structure: (i) to fail to be in conformity and harmony with this Declaration; or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures.

In any case in which the Architectural Control 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 Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

6.06. Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Failure by the Architectural Control Committee to take action within thirty (30) days after receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

6.07 Inspection Rights. Any employee or agent of the Association or the Architectural Control Committee may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

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

6.09 Certification of Compliance.

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

Committee, the Architectural Control Committee shall, upon written request of the Owner thereof or upon the Architectural Control Committee's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications.

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

(c) The issuance of a Certificate of Compliance with respect to any Structure shall in no way be construed to certify to any party that such Structure has been built in accordance with any applicable rule or regulation of any governmental body, authority or agency.

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

ARTICLE VII COVENANTS, USES AND RESTRICTIONS

7.01 Application. The covenants set forth in this Article VII shall apply to all Lots in the Development, whether improved or unimproved.

7.02 Residential Uses.

(a) All of the lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot other than as provided in these covenants and restrictions and in supplements hereto, or except as provided for in a deed of conveyance. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Developer, among other things, expressly determine and limit the number or density of residential lots. It may also impose height restrictions, minimum parking and landscaping requirements applicable to that specific parcel as well as other specific development constraints.

(b) "Residential," refers to a mode of occupancy, as used in contradistinction to "Business" or "Commercial" or "Mercantile" activity and, except where otherwise expressly provided, "Residential" shall apply to temporary as well as permanent uses, and shall apply to

vacant lots as well as to buildings constructed thereon.

(c) No lots may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities of an intentional passageway or entrance into a business or another tract of land, whether or not a tract of the property, unless specifically consented to by Developer in writing.

7.03 No Multi-family Residences, Business, Trucks. No residences shall be designed, patterned, constructed or maintained to serve, or for the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any lots be used for any commercial purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trailer trucks shall be habitually parked in driveways or overnight on the streets in front of any of the Lots.

7.04 Minimum Square Footage. No single-family detached dwelling house shall be erected or permitted to remain on the property unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, garages or unfinished basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Control Committee shall be final. The minimum number of square feet required of a one story dwelling shall be 2,100 square feet and the minimum number of square feet required on any other dwelling shall be 1,600 square feet on the first floor, and 800 square feet on the second or basement areas.

7.05 Set-backs. No building shall be erected on any lot nearer than the minimum building setback line as shown on the development plat, a copy of which is available from the Developer. For the purposes of this covenant, steps and open porches shall not be considered as part of the building living area, provided, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Control Committee for a variance from such set-back requirements. If the Developer or the Architectural Control Committee grants such petition, the Developer will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

7.06 Rearrangement of Lot Lines. Not more than one dwelling house shall be erected or maintained on any one lot. Contiguous lots may be combined if the lots have the same owner, for the purpose of erecting an approved dwelling house thereon; however, the assessments provided for herein will continue to be based upon the number of original lots purchased. Lots may not be resubdivided so as to create a smaller area than the lot originally deeded to a lot owner and as shown on the subdivision plat.

7.07 Temporary Structures. No part of any lot shall be used for residential purposes until a completed dwelling house, conforming fully to the provisions of these restrictive covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. No house may be moved from another location to any of the lots in this development.

Neither the foregoing nor any other section of this declaration shall prevent the Developer or any builder approved by the Developer pursuant to Section 7.41 hereof from constructing a house for use as a model home that may contain office type furniture and be used for conducting the business of either selling that house or other properties within that development, nor shall the foregoing or any other section of this declaration prevent the Developer from designating a lot or lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

7.08 Completion of Construction. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings of said residence. In the construction of a residence upon a lot, the builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot and any damaged curbs shall be repaired or replaced. No construction of any building, out house, or other improvements on the premises shall be commenced prior to the construction of the dwelling house. No debris, old lumber or unsightly objects shall be moved on to any lot in the development at any time, including the period of construction of the residence thereon. The exterior of every dwelling shall be completed before any occupancy. In the event any Owner fails to construct a residence on a Lot within twenty-four (24) months from the date of purchase, Developer shall have the option to purchase said Lot at cost beginning on the first day of the twenty-fifth (25th) month and expiring sixty (60) days thereafter. Developer at any time during said sixty (60) day period shall give Owner written notice of its intention to exercise the option and the parties shall close within ninety (90) days thereafter.

7.09 Utility Easement. A perpetual easement is reserved on each lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

7.10 Frontal Appearance. All dwelling houses shall have conventional and acceptable frontal appearance from the street from which said lot is designed to have access. All dwelling houses on Lots with ponds or lake frontage shall have conventional and acceptable frontal appearance from the pond or lake fronting said Lots.

7.11 Building Requirements. All buildings and structures of any kind constructed on any lots shall have full masonry foundations, and no exposed block, concrete or plastered

foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or cedar to complement the house. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of the roofs; provided, however, that for good cause shown, the Developer or the Architectural Control Committee may make exceptions as to the placement of such roof stacks and plumbing vents.

7.12 Fences. All fences, walls and retainer walls must be approved by the Developer or Architectural Control Committee. A drawing showing location, height, material and any other pertinent information required by the Developers or Architectural Control Committee shall be submitted. No wire or chain link fences are allowed. Vinyl, wrought iron, wood, or aluminum fences may be approved by the Developer or Architectural Control Committee in accordance with Article VI of this Declaration. All fences shall be painted or stained. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street. No fence shall be over six (6) feet in height. Any fence joining Common Properties may be required to be of a specific design.

7.13 Driveways. Each residence constructed upon a lot in said subdivision must be served by a driveway approved by Developer. Where a lot borders on more than one street, the driveway shall enter from the secondary street. It shall be obligatory upon all owners of lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Walker County, Georgia.

7.14 Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the owner of the lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulations, ordinance or law.

7.15 Signs and Lawn Displays. No signs or lawn Displays shall be erected or maintained on any lot, except in accordance with approved standards for signs and lawn displays as set by the Developer or the Architectural Control Committee.

7.16 Service Area. Each home shall provide an area or areas on the rear or side yard of the lot to accommodate air conditioner compressors, garbage cans, electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials and colors that are harmonious with the home it serves.

7.17 Garages. Each Dwelling Unit shall have at least a double car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer or the Architectural Control Committee. No carports will be permitted. Garage doors may face the street upon which the Dwelling Unit fronts only if the Developer or the Architectural Control Committee has given written approval for such configuration and as part of such approval, the Developer or the Architectural Control Committee may require specific types and/or modifications to the proposed garage doors. The inside walls of garages must be finished, and Garage doors shall be of the overhead type and made of wood or comparable material. Garage doors may not be allowed to stand open.

7.18 Landscaping, Irrigation and Lawn Care. After a lot owner submits his or her house plan to the Architectural Control Committee or Developer for review (along with the reviewing fee) pursuant to Article VI of this Declaration and after approval but prior to the commencement of construction, the lot owner shall also submit a plan for the initial landscaping (including, but not limited to, seeding or sodding yards, planting or removing trees, planting flowers, bushes or hedges) and any irrigation for the lot to be approved by the Developer or the Architectural Control Committee. No trees of significance shall be removed except to provide for construction of the residence, a swimming pool, driveway, patio and a safe distance from the perimeter of the home in order to preserve the wooded character of the Development. The review by the Developer or the Architectural Control Committee shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which would cause disruption of natural water courses or other aesthetic disturbances. Furthermore, the review shall insure that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insure that plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots. If a Dwelling Unit has a property line which faces common property, the Developer or Architectural Control Committee may require the placement of an architectural buffer to provide screening for the Dwelling Unit. Any landscaping required by the Developer or Architectural Control Committee must be substantially completed before the Unit is occupied.

7.19 Damage to Streets and Curbs. Any damage done to streets, curbs, gates, fences or other Common Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a dwelling or other improvement on a Lot, will be repaired immediately at the expense of Owner.

7.20 Animals. No poultry, livestock or animals shall be allowed or maintained on any lot at any time except that the keeping of dogs, cats or other household pets is permitted, provided that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Pet owners shall not let pets roam unattended. The pet owner must muzzle a pet that consistently barks. If the barking persists, the pet owner shall have the pet removed from the development. If the pet owner refuses, it shall be deemed an "offensive activity."

7.21 Zoning. Whether expressly stated so or not in any deed conveying any one or

more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

7.22 Unightly Conditions. All of the lots in the development must, from the date of purchase, be maintained by the owner in a neat and orderly condition. Tree limbs, rocks and other debris must be kept out of the streets. In the event that an owner of a lot in the development fails, of his own volition, to maintain his lot in an neat and orderly condition, Developer, or its duly appointed agent, or the board, or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. All owners in the development are requested to keep cars, trucks and delivery trucks off curbs of the streets.

7.23 Offensive Activity. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the development.

7.24 No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters, without the prior written consent of the Developer or the Architectural Control Committee.

7.25 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and for lawn, landscaping and underground drainage maintenance, repair or replacement purposes, the Developer or the board, or their respective agents, may enter upon any improved or unimproved lot, such entry to be made by personnel with tractors or other suitable devices, for such mowing, removing, clearing, cutting, digging or pruning as may be necessary. Such entrance for the purpose of mowing, removing, clearing, cutting, digging or pruning shall not be deemed a trespass. The Developer and its agents or the board and its agents may likewise enter upon a lot to remove any trash which has collected on said lot without such entrance and removing being deemed a trespass.

7.26 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining lots, houses, or from any street.

7.27 Wells. No private wells may be drilled or maintained on any residential lot without the prior written consent of the Developer or the Architectural Control Committee.

7.28 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure on the property or any lot within the development without the prior written consent of the Developer or the Architectural Control Committee; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the forgoing, the provisions of this section shall not prohibit the

Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

7.29 Excavation. No owner shall excavate or extract earth from any other of the lots subject to this declaration for any purpose. No elevation changes shall be permitted which will materially affect the surface grade of a lot unless the consent of the Developer or the Architectural Control Committee is obtained.

7.30 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, shall be located, used, or placed upon Lots in the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

7.31 Laundry. No owner, guest, or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry, such as on a balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Architectural Control Committee during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

7.32 Motorized Recreation Vehicles. The use of motorized recreation vehicles, including, but not limited to, four-wheelers, motorbikes, motorcycles, and go carts, are permitted in the Development only for transportation purposes and/or work-related endeavors of Owners. Occasional pleasure rides by Owners will be permitted if such activities do not involve careless or reckless driving or speeding; do not damage any areas or roads in the Development; and do not create any loud or unpleasant noise. Operators of vehicles must be licensed drivers or be accompanied by an adult. If the Board determines that an activity has violated any of the preceding provisions, the Owner shall forfeit the right to use said vehicles in the Development for a time period to be determined by the Board. If the Owner fails or refuses to abide by any part of this provision it will be deemed an "offensive activity" and a covenant violation subject to the enforcement provisions under Article VIII.

7.33 Trees. All of the Lots in the Development must, from the date of purchase by an Owner, be maintained by the Owner in such a manner that the trees, plants and vegetation on the Owner's Lot do not unreasonably block or obstruct the view of the surrounding property by the other Owners. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in such a manner, Developer, or its duly appointed agent, may enter upon said lot without liability and proceed to top, undercut or cut down trees that unreasonably block or obstruct the pastoral view of the valley and distant mountains. Any trimming performed by Developer shall be at Developer's expense and completed during the winter months when the trees are dormant. All limbs and trimmings shall be removed by Developer at Developer's expense. Developer, or its duly appointed agent, reserves the right from time to time to top, trim, and cut down (or otherwise remove) trees or vegetation located on any pedestrian nature trail located on an Owner's property at the expense of Developer. With the prior written approval of Developer, or the Board of the Association, each Owner grants the right to any Owner whose view is obstructed the right to trim, top or otherwise remove trees or vegetation on another

Owner's property that unreasonably blocks or obstructs the pastoral view of the valley and distant mountains. All charges incurred in connection with the removal, cutting or topping of trees or vegetation shall be at the expense of the Owner that maintains that his/her view is being unreasonably blocked or obstructed and not at the expense of the Owner of the Property.

7.34 Pedestrian Nature Trail. Developer reserves the right to construct a pedestrian nature trail on or near the side of the road or on or near the rear property line on any Owner's property. The pedestrian nature trail shall be positioned so as to preserve the aesthetic surroundings of the Development and shall constitute an easement running with the real estate.

7.35 Duty to Rebuild, Replace or Repair Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all lots within the Development, each owner and Developer (with respect to property owned by the Developer) shall have the affirmative duty to rebuild, replace or repair, within a reasonable period of time, any building, structure, or other improvement which shall be damaged or destroyed by fire or other casualty. Variations and other waivers of this provision may be made only upon Developer or the board establishing that the overall purpose of these restrictive covenants would be best affected by allowing such a variance. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the board shall not be deemed to be a waiver of the binding effect of this section upon all other owners.

7.36 Vehicle Parking. Cars owned by Lot owners shall be parked only in the owner's garage or driveway. No inoperable Vehicle, tractor or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the property.

7.37 Maintenance. Each Lot owner shall, at all times, maintain in good repair all structures located on such Lot, including driveways and permitted fences.

7.38 Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes. All dwellings shall be connected to a public sewer or shall have a septic tank and field lines of the type and quality approved by the State of Georgia Department of Health. Use of a Lot on a temporary or recreational basis shall require the Lot Owner to provide approved sanitary disposal systems, portable or otherwise.

7.39 Hunting. There shall be no hunting, trapping, unnatural harm to animals, game or water species, nor shall there be any target or trap shooting or discharge of firearms upon any Lot or Common Properties, except as may be permitted elsewhere in this Declaration or within those areas which from time to time may be designated and permitted as hunting and target or trap shooting areas by the Developer or the Board and subject to rules and regulations imposed. In this event, all safety and licensing laws and regulations shall be adhered to by all Lot Owners and their guests.

7.40 Security Lights. No Owner shall place exterior security lights (whether in trees,

on poles, or otherwise) higher than the roof line of the structure being protected.

7.41 Approved Builders. Only builders that have been approved by the Developer or the Architectural Control Committee shall be permitted to construct Dwelling units in the Development. The Developer shall maintain a list of approved builders which list shall be made available to Lot owners and perspective purchasers. The Developer may from time to time, in its sole discretion, change the approved builders list by adding names of additional builders and/or by deleting names of builders no longer approved; provided, however, that the number of approved builders shall not fall below four (4). An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list at the time the construction contract is entered into.

ARTICLE VIII ENFORCEMENT

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

8.02 Right of Abatement.

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

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

other public charges as are by applicable law made superior; (ii) the liens created under Article V; and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alterations of Structures.

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

8.04 Collection of Assessments and Enforcement of Lien. Any Assessments which are not paid when due shall be delinquent. Any Assessment due for a period of thirty (30) days shall incur a later charge of One Hundred Fifty and No/100 Dollars (\$150.00). In the event that the Assessment remains due and unpaid for a period of sixty (60) days, the Developer or the Association, through the Board, may institute suit to collect such amounts or to foreclose its lien. Each Owner, by his acceptance of a deed to a Lot, vests in the Developer or the Association or its agents the right and power to bring actions against him personally for the collection of such charges as a debt or to foreclose the aforesaid line in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Developer or the Association and shall be for the benefit of all other Owners. The Developer or the Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

8.05 No Waiver. The failure of the Developer, the Association, or the Owner of any Lot, or its or their respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX MISCELLANEOUS

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

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

9.03 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

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

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

IN WITNESS WHEREOF, the Developer has caused these presents to be executed acting by and through its duly authorized representative, as of this 16 day of OCTOBER, 2006.

LOOKOUT CREST, LLC

By: William K. Schrage Trustee
PRESIDENT

Signed, sealed and delivered
in the presence of:

Doreen L. Little
Unofficial Witness

Charlotte B. Watkins
Notary Public 10/16/2006

My commission expires:

Clearance of the Clerk
