

After recording return to:
W. Douglas Divine
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HIDDEN HILL SUBDIVISION

**Amendment to Declaration of Protective Covenants
and Architectural Standards**

GEORGIA, DOUGHERTY COUNTY

THIS AMENDMENT, made this 29th day of April, 2011, by **ALBANY REALTY COMPANY and KEN DRAWDY PROPERTIES, LLC**, hereinafter the "Declarant" is made pursuant to the authority reserved unto Declarant in the Declaration of Protective Covenants and Architectural Standards dated the 27th day of August, 2007 and recorded on the 27th day of August, 2007 in Deed Book 3383 beginning at Page 22 in the office of the Clerk of Superior Court of Dougherty County, Georgia, Declarant having reserved the right to alter or amend the covenants and restrictions pursuant to paragraph 14 (a).

1. Property Subject to this Amendment of Declaration

The real property which is and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges set forth in the various provisions of the Declaration of Protective Covenants and Architectural Standards dated August 27, 2007, as amended by this Amendment to Declaration of Protective Covenants and Architectural Standards are located in the County of Dougherty, State of Georgia, and more particularly described as all of the unsold lots retained as of the date hereof by the Declarant in Hidden Hill Subdivision according to the plat of survey of the subdivision recorded in Plat Cabinet 1D, Slide 33C in the office of the Clerk of Superior Court of Dougherty County, Georgia, being Lots 2, 3, 5 through 17, inclusive, 19, 20, 22 through 25, inclusive, 28A, 30, 33, 35, 36 and 37.

A lot in the Subdivision will hereinafter sometimes be referred to as a "Lot." The term "Building Site" shall mean any Lot, or any two or more contiguous Lots, in a single ownership and upon which a single dwelling may be erected in conformance with the requirements of this Declaration. The owner or co-owners of a Lot are referred to herein as "Owner." Except as may be modified by a specific reference in this Declaration, the following definitions shall apply: (a) "front yard" means that area in the front of a dwelling located forward of a line drawn across the front of the main dwelling and extended laterally to the side Lot lines; (b) "rear yard" or "backyard" means that area behind a line drawn across the rear of the main dwelling and

extended laterally to the side Lot lines; and (c) "side yard" means the areas on each side of the main dwelling between the front yard and the rear yard.

2. Architectural Review Board ("ARB")

In order to maintain architectural control over the development, the Declarant does hereby establish an Architectural Review Board (hereinafter sometimes the "ARB") and reserves the right to have said ARB approve any structure, including dwellings, garages, carports, outbuildings, fences, walls, driveways, swimming pools, or any other type structure, and all landscape plans, before it is erected on any Building Site. To this extent, no dwelling, garage, carport, outbuilding, fence, wall, swimming pool, mail receptacle, mailbox or any other type structure shall be erected or maintained, modified, altered or remodeled on any Building Site, and no landscaping undertaken, unless and until a complete set of plans, plot plans, and specifications, including but not limited to, a front and rear elevation, floor plan, plot plan and planting plan and schedule, has been approved by the ARB or its successors.

The ARB has sole and absolute discretion in granting and denying approvals of proposed improvements to and on the Lots. The ARB may reject proposals for reasons set forth in these regulations, and on aesthetic grounds alone. The ARB will be composed of Charles Daniel Blackshear, Jr. and Kenneth D. Drawdy, Jr., and they will serve for a term which will run for two (2) years after Declarant has conveyed the last Lot in the Subdivision to a new Owner. At the end of Blackshear and Drawdy's term, the Association will appoint succeeding members to the ARB. The ARB shall meet as needed to review plans, issue approvals and disapprovals, and recommend revisions, and the ARB, at its option, may utilize the services of professionals such as licensed architects, landscape architects, registered surveyors and professional engineers.

3. Permitted Improvements

No improvements of any nature whatsoever shall be constructed, altered, added to, painted, stained or maintained upon any part of the Subdivision, except for dwellings and other improvements which are constructed by the Declarant, such improvements as approved by the ARB in accordance with this Declaration, or improvements which, pursuant to this Declaration, do not require the consent of the ARB.

4. Location of Improvements

To assure that dwellings and other structures will be located so that maximum view, privacy and breeze will be available to each dwelling or structure, dwellings and structures will be located with regard to the topography of each Building Site, taking into consideration the location of trees and vegetation and other aesthetic environmental considerations, as well as the precise site and location of any other existing, previously constructed dwelling or structures within the Subdivision and the regulations concerning the setback and siting of structures as set forth in this Declaration.

5. Construction of Improvements

a. No construction or improvements on any Lot shall be undertaken or conducted on any Sundays or holidays as established by the ARB except for emergency situations involving the potential loss, injury or damage to persons or property, and as otherwise permitted by the ARB. Hours of work shall be kept within 7:00 A.M. to 6:00 P.M., on weekdays. On Saturdays, hours of work shall be 9:00 A.M. to 3:00 P.M.

All residential construction on a Lot must be commenced within thirty-six (36) months of the original sale of the Lot to the initial Owner. Construction must be completed within forty-eight (48) months of the date of the closing of the original sale of any Lot in the Subdivision to the initial Owner. In the event construction is not commenced within thirty-six (36) months of the closing of the original sale of the Lot to the initial Owner thereof, Declarant has the option of purchasing the Lot from the Owner for a price to be computed by adding to the original sales price of the Lot the costs and expenses of closing incurred by the purchaser at the closing together, excluding loan fees and loan related charges. Declarant may exercise this option after giving written notice at the expiration of thirty-six (36) months from the original sale date to the then current Owner who has not commenced construction within said thirty-six (36) month period of Declarant's intention to exercise the option of repurchasing the subject Lot. The notice of such intent shall be transmitted to the Owner not less than thirty-six (36) months after the closing date of the original sale of such Lot, and not after forty (40) months from the original date of closing of the original sale of such Lot. In the event construction is commenced within the thirty-six (36) months, but construction is not completed by the forty-eighth (48th) month, Owner will be assessed a penalty equivalent to double the customary Homeowner's Association fee (prorated for a monthly amount) payable to the Homeowner's Association on a monthly basis from the first day of the month following the forty-eighth (48th) month until a certificate of occupancy to the Owner is issued. Such penalty shall be enforceable as normal Homeowner fees, and shall be billed, due and payable on a monthly basis.

b. The ARB, in its sole discretion, may require that any contractor and/or subcontractor who proposes to construct any improvements within the Subdivision post payment and/or performance bonds with the ARB to assure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Subdivision and to be on a form and in such amounts satisfactory to the ARB. The exterior of any improvements and landscaping permitted by this Declaration shall, once started, proceed on a continuous basis and construction of main dwelling shall be completed within one year after the construction of same shall have been commenced, and landscaping shall be completed within 4 (four) months after the certificate of occupancy is issued, except where completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightening, earthquakes or other casualties, after written notice of such hardship to the ARB, and approval of an extension by the ARB. Landscaping may be postponed to the next appropriate season for planting, but no further. In the event that such improvements or landscaping are not completed in accordance with approved plans and specifications within the provided periods, the ARB in addition to other remedies available to it, shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of such improvements.

c. Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed, and any required occupancy permits have been obtained from local authorities. No temporary house, shack, stable, poultry house, chicken wire enclosure, tent, barn or other outbuilding shall be permitted on any Lot or Building Site, except a tent or temporary structure for social functions may be permitted by rules and regulations of the Homeowner's Association. Any temporary ceremonial or social event structure or tent shall be removed not later than forty-eight (48) hours after the end of such event or ceremony. A doghouse may be permitted, provided the Owner has obtained the prior approval of the ARB to the location, size and configuration of any such doghouse. No rabbit pen or other animal house will be allowed in the Subdivision. During the continuance of construction by or on behalf of an Owner, such Owner shall require its contractors to maintain the Building Site in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractor(s) to immediately remove all equipment, tools and construction material and debris from the Lot on which such construction has been completed.

d. The ARB reserves the right to approve or disapprove in the ARB's sole discretion, the builder or contractor selected to construct improvements on the Lots that are the subject of these covenants. The ARB shall maintain a list of approved builders and contractors at the offices of Albany Realty Company, Albany, Georgia who shall be deemed "pre-approved" builders and contractors for constructing homes, buildings, structures and other improvements in the Subdivision. No further or additional approval shall be necessary from the ARB for builders and contractors on the pre-approved list. Any builder or contractor not on the pre-approved list may be specifically approved by the ARB on a case by case basis, and approval of builders or contractors shall be in the sole discretion of the ARB. Application must be made in writing to the ARB to be added or considered as an approved builder or contractor, which application shall include, but not be limited to, a copy of the applicant's business license, photographs of completed residential structures constructed by the applicant, a reference list, a subcontractor's list and insurance documentation. No home, building, structure or other improvement may be constructed on the property which is the subject of these covenants by a builder or contractor not approved by the ARB.

6. Architectural Approval

To preserve the architectural and aesthetic appearance of the Subdivision, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant as the developer, with respect to the construction or exterior of any dwelling or accessory structure, or with respect to any other portion of the Subdivision, including, without limitation, the construction or installation of sidewalks, driveways, parking areas, decks, patios, courtyards, swimming pools, playhouses or similar structures, awnings, walls, fences, exterior lights, garages, guest quarters, or other outbuildings. Nor shall any exterior addition, change or alteration to, or remodeling of, any improvement in the Subdivision be made (including, with out limitation, painting or staining of any exterior surface) unless and until approval of said proposed improvements has been obtained from the ARB in accordance with the regulations set forth in

this Declaration, and all required permits obtained from federal, state and local authorities. The following submissions must be made, and written approval obtained from, the ARB:

a. Sketch plan: In order to assist any Owner in developing a plan for the Lot, which will be acceptable to the ARB without excessive expenditure of planning resources, an initial Sketch Plan submission may be made. The submission should reflect the general configuration (plan and elevation, and /or perspective sketch) of the proposed dwelling and outbuildings and their location on the Lot. The ARB will indicate whether the intent of the Sketch Plan is generally acceptable to the ARB. Such approval of Sketch Plan shall not relieve the Owner of meeting all requirements of subsequent submissions, nor relieve the ARB of its power to reject part or all of any subsequent submission.

b. Schematic Plan Submission: Shall consist of two copies of each of the following, and shall include the names of the Architect, residential designer, the Landscape Architect and any others who prepared any portions of the submittals:

(1) Survey, showing boundaries, existing topography at 1' contour intervals, location, outline of vegetation masses, and any existing improvements present on the site. As to existing trees on the Lot, Owner will have the option of: (i) showing on the survey the size and type of all trees at least 4" dph, and which of those trees will be removed; or (ii) flagging for the ARB the trees which Owner proposes to remove. Approval for the removal of trees will be included in ARB's overall reply to Owner's submittal.

(2) Site plan, (which may be superimposed on the survey) at a scale of 1" = 20' or larger, showing the proposed location and configuration of the dwelling and any outbuildings, driveways, terraces, and other proposed site improvements such as swimming pools, height and type of fences, type and extent of site exterior lighting, and proposed landscaping.

(3) Floor plan and elevations of the dwelling and all outbuildings, at a scale of 1/4" = 1' 0" or larger, showing all proposed doors and windows, exterior materials, colors, types, and shapes of any and all proposed improvements.

One copy of the plans will be retained by the ARB for its records. The other copy will be returned to the Owner marked Approved, Approved as Noted, or Disapproved. In the case of submissions marked Approved as Noted, a written narrative will accompany the return and will set for the ARB's recommendations for changes to be made in the submissions in order for approval to be granted upon re-submission.

c. Construction Documents: Before any construction is commenced on any Lot or Building Site, the Owner shall submit two (2) sets of construction documents, spec sheet provided by Declarant, and specifications describing all of the work to be performed on the Lot, including landscape plans, and the name of the General Contractor to perform the work. This submission may be made at the same time application for building permit is made. The ARB will review the submission for completeness and conformance with the approved Schematic Plan Submission. The ARB shall have the sole discretion to determine whether plans and

specifications and the general contractor submitted for approval are acceptable to the Subdivision.

One copy of the plans will be retained by the ARB for its records. The other copy will be returned to the Owner marked Approved, Approved as Noted, or Disapproved. In the case of submissions marked Approved as Noted, a written narrative will accompany the return and will set forth the ARB's requirements of changes to be made in the submissions in order for approval to be granted for construction to commence.

d. Interior Renovations: Notwithstanding anything in this Declaration to the contrary, an Owner may make interior improvements and alterations within a dwelling without the necessity of approval or review by the ARB, except that all interior improvements must nevertheless comply with all applicable codes, statutes, ordinances and regulations.

e. Enforcement: Following approval of any plans and specifications by the ARB, representatives or agents of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot, dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications thereof have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with as approved, the ARB or the Association shall be entitled to enjoin further construction and to require the remedy or correction of any work in place which does not comply with approved plans and specifications. In the event the ARB fails to approve or disapprove in writing any proposed plans and specifications and the general contractor within thirty (30) days after such plans, specifications and contractor identity have been submitted, the plans and specifications will be deemed to have been approved. Upon approval of construction plans and specifications and the general contractor, no further approval under this Declaration shall be required with respect thereto unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications, or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications and the general contractor by the ARB may be based upon any grounds consistent with the objects and purposes of this Declaration, including purely aesthetic or other arbitrary considerations.

7. Use Restrictions

All uses of the Lots and improvements thereto shall comply with all applicable laws, ordinances and regulations, which may from time to time be applicable including, without limitation, the zoning ordinance of Dougherty County.

a. No Lot may be further subdivided after execution and recording hereof, although owners of multiple contiguous Lots may subsequently alter the dividing lines between such Lots with the approval of the ARB, provided that such changes in the dividing lines do not increase the number of Lots nor decrease the size of an original Lot.

b. Only one dwelling may be located on each Lot. Each Lot may be used for the purpose of single family housing and the normal uses that accompany single family residential

use, including normal home office occupations requiring not more than one employee (and having no customer, client or patient visitors), guest quarters not for rental, servants' quarters, garages, pool houses and other normal outbuildings as submitted and approved. No time-sharing arrangements, condominium, cooperative or other multiple ownership thereof (excluding joint fee simple ownership of any Lot by spouses) shall be permitted. A Lot and related dwelling may be leased for occupancy subject to the terms of this Declaration, provided the tenant must acknowledge and agree, in writing, to compliance with the terms hereof, as well as with all applicable laws and ordinances and any rules and/or regulations established by the Association.

c. The following uses shall be prohibited: any noxious, dangerous, offensive or unduly noisy uses; the keeping of animals as a business; antennas, satellite dishes and aerials in the front yard or otherwise visible from outside the Lot; operation of dirt bikes or other engine powered motor vehicles except for automobiles, trucks, and except for lawn maintenance equipment when used for that purpose. No unregistered motor vehicle, and no house trailer, camping trailer, motor home or mobile home shall be located outside on any Lot. A golf cart, boat, water craft, four wheeler or ATV or jet ski may be stored on a Lot if completely enclosed within a garage or other approved outbuilding. No tent shall be located on any Lot except for a temporary children's tent or a temporary tent for ceremonial or social functions, each of which shall be permitted only after a dwelling has been constructed and occupied on a Lot.

d. Trash or garbage receptacles, vegetable waste, compost and swing sets on each Lot shall be screened from view of persons outside such Lot using the required architectural elements or natural evergreen vegetation.

e. No above ground swimming pools nor in ground vinyl lined pools may be placed on any Lot, and no pool may be enclosed in any enclosure.

f. All structures, improvements, lawns, and landscaping on each Lot shall be maintained in a clean, neat and trim condition at all times, and any dead trees or other landscape material on any Lot shall be promptly removed. Lawns shall be mowed not less than twice per month, except for December 1st through February 28th. If lawns are not maintained as required, Declarant or the Homeowner's Association shall be authorized to mow the lawn and assess the costs thereof against the Owner, and such assessment shall be enforceable as any other Homeowner's Association fee is enforceable.

g. Each Lot is subject to all easements shown on the recorded plat of the Subdivision. Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, ditches, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water for the purpose of draining surface water, or for the purpose of other public conveniences and utilities on, in or over the front and rear ten (10) feet of each Lot and ten (10) feet along both sides of each Lot and such other areas as may be shown on the plat of the Subdivision. These easements expressly include the right to cut any trees or bushes and the right of grading ditching and like action reasonably necessary to provide economical utility installation and surface water drainage. Connections from improvements on Lots to such underground lines shall be installed

underground and shall intersect only with stubbed lines serving a Lot if such stubbed lines have been installed by the developer. All sewage and storm drainage caused by the development, improvement or occupation of any Lot shall be contained and disposed of on each Lot in underground facilities, installed in accordance with the rules and regulations of the Dougherty County Board of Health and/or other applicable agency. Any bottled gas containers shall be installed in underground tanks expressly designed and constructed for such installations, and all connections to buildings on the Lot shall be made underground.

8. Design Standards & Architectural

In general terms, the intent of these standards is to provide a means of controlling the quality of both the built and unbuilt environment of the Subdivision. These restrictions are not intended to limit creativity or individual expression. They are, however, premised upon the concept that all of the architecture and site work would compliment, respect and respond to the inherent characteristics of the site and in the intent of the Subdivision.

a. Declarant recommends that Owners build houses that are TRADITIONAL in theme, and consistent with the Subdivision environment. The emphasis of all proposed construction must be on the relationships of each structure to its site and neighbors.

b. Owners are encouraged to engage the services of registered architects and landscape architects familiar with traditional styles of design and construction and with quality residential communities. While each Owner is free to engage the services of any registered architect, any architect under consideration should be both familiar with and comfortable with this Declaration.

c. As the design of all structures shall be traditional in theme, or contemporary interpretations of traditional architecture, the use of traditional forms and design elements (e.g. pitched roofs, columns, arches, trellises, deep and/or wide porches, balconies, loggias, colonnades, dormers, operable decorative exterior shutters, etc.) is encouraged.

d. The primary residential structure on any Lot shall contain a minimum of 3,000 square feet of heated and cooled living space. Smaller homes of architectural merit, but not less than 2,700 square feet of heated and cooled living space, except those homes of architectural merit on Burton Court which may be not less than 2,500 square feet of heated and cooled living space, may, in the absolute discretion of the ARB, be approved. The maximum square footage of the main dwelling constructed on a Lot shall be 5,500 square feet heated and cooled living space with a three car garage, maximum. In case of a one and one-half (1½), two (2) or two and one-half (2½) or three (3) story structure, the ground floor heated and cooled area shall be not less than 1,800 square feet. All homes shall be built high enough off grade to accommodate not less than three (3) steps, at main front entry, seven (7) inches in height, regardless of slab or crawl space foundation.”

e. Exterior walls of all structures shall be sheathed with brick, stone, handiplank, cedar shake shingles or stucco, although the ARB shall have the right to approve the appropriateness of these or other material choices for each particular situation.

f. All roofs having a one-story eave shall have a pitch of not less than 8-in-12. Certain areas of a dwelling may have a flat roof if appropriate to a particular design concept. Roofs shall be clad in wood, standing seam metal, slate or slate-like materials, or heavy asphalt 30 year architectural shingles of the "Shadowline" type. Chimneys shall be clad in brick, stone, or stucco. The use of dormers is encouraged in lieu of skylights, and skylights are prohibited in roofs facing or visible from the street. Solar panels may not be mounted on roofs facing the street and must be screened from view from adjacent Lots.

g. The design of all residential structures should emphasize the main pedestrian entry, and de-emphasize the garage entry.

h. The massing of each structure should emphasize the retention of open space on each lot.

i. Fenestration (window and door openings) should be traditional in both style and context, with the exterior solid wall mass to predominate on any given elevation.

j. In siting the main house, the front of the house should be oriented toward the street, in general alignment with the setback line shown on the Plat. In no case may a house be located in front of the setback line, generally sixty (60) feet unless specifically otherwise approved. Any and all accessory structures, including fences, shall be designed in keeping with the general style of the main house, and should be located behind a line drawn across the rear of the house laterally to the respective sides of the Lot. Where permitted, all decks, patios, terraces and recreational areas shall be sited to the rear of the house. Screen porches are discouraged on the front of the house.

k. All houses must be constructed on a slab or on an enclosed crawl space.

l. All fences must be approved by the ARB. No chain link fencing is allowed. Vinyl coated black fence shall be permitted only on the sides and rear of each Lot. Any fence facing the front of the Lot must be wood, wrought iron, brick or other approved material. No fence shall be higher than six (6) feet above finish grade.

m. In the event Declarant provides a central location on common area property for the location of mailboxes for each Lot, if so required due to U.S. Postal Service requirements, no individual mailboxes will be allowed on any Lot. In the event individual mailboxes are used, such will be provided by the Declarant, and all mailboxes and mail receptacles will be identical.

9. Design Standards, Site and Landscaping

- a. A maximum of two (2) driveway openings are permitted on each Lot. Driveways shall be a minimum of eleven (11) feet in width and may be constructed of concrete, asphalt or brick.
- b. Swimming pools, play structures and other accessory buildings or structures must be located in the rear yard, except with special approval from the ARB.
- c. Swimming pools must be set back twenty-five (25) feet from any Lot line (including deck). Pools must be secured as may be required by ordinance or building code.
- d. Emergency generators must be muffled and enclosed on all sides.
- e. All flood/emergency lighting must be screened from adjacent Lots. Exterior light fixtures on any Lot, together with interior light fixtures which are visible from the outside, must be sized, directed and screened so that they are only minimally visible from adjacent Lots. No colored lights are permitted except at holidays.
- f. In preparing the site plan, each Lot owner shall respect existing contours, minimize earthmoving, and keep retaining walls at a minimum. Each Owner and their contractor shall be responsible for preventing sediment from entering roadways. If necessary, silt fencing may be required by the ARB.
- g. In front yards, fencing and landscaping (not including trees) should not exceed five (5) feet in mature height. Landscaping, especially in front yards, should use native/indigenous plants and material and bred varieties of these materials. Front yards that are open, with view from the main facade of the dwelling to the front street, are encouraged.
- h. Gates, pillars, gateposts and fencing at front Lot lines shall not be disproportionately large or ornate. Only gates with stone, wood, wrought iron or brick piers are permitted. No black vinyl coated fences or gates will be permitted in the front yard or perpendicular to the sides of a house and running generally parallel to the roadway or facing the roadway.
- i. Special requirements for individual sites are noted on the Plat. These are intended to preserve specific, individual site features.
- j. Within sixty (60) days of the occupancy of any principal residence on a Lot, the Owner thereof must have permanent window treatments installed in said home. All window coverings shall be of a type and material in keeping with the beauty and ascetically pleasing design of the Subdivision. No sheets, towels, blankets, pillow cases, aluminum foil, plastic liners or other object or thing whose principal and primary design and purpose is other than a curtain, blind, plantation shutter, window shutter or other interior window treatment, shall be prohibited in the Subdivision. No sign, advertisement or signage, including for sale or for rent signs, will be allowed to be posted in the windows of any improvement on any Lot or affixed to any

window or building, and no signs, placards or other advertising medium may be posted on any Lot, including for sale, for rent, real estate agency signs, bank lender signs, contractor's signs, subcontractor's or vendor's signs or other signs. A Lot owner may post the warning sign of a security system or burglar alarm monitoring company or similar home security announcement sign that is not in excess of 12 inches by 12 inches in size. During the initial home construction phase, but not during renovation or any additional construction phase, a general contractor may place a sign and post the Lot number or address of the property for ease of identification by subcontractors and delivery services, provided the contractor's sign is approved by the ARB before posting.

10. Use of Common Areas

The common areas of the Subdivision ("Common Area") include the following: the streets and cul-de-sacs in the Subdivision, and the round-about at the end of Daylor Court, and related lighting, utilities and signage; the entry areas and gates; the utilities and irrigation systems within the Common Area; related utility easements that supply Common Area irrigation and power; and all easements shown on the Plat.

The Common Area is to be maintained by the Association for the use and enjoyment of all owners and their families and guests. These regulations, and others developed by the Association, are intended to preserve the quality of the Subdivision for all.

- a. No hunting or discharge of firearms, archery or other projectile weapons is allowed.
- b. All Owners, residents, family members of either, and guests shall observe speed limits, traffic signs, and all other rules and regulations of the Association.
- c. No parking is allowed on the pavement, shoulders or rights-of-way except to accommodate guest parking for parties, weddings and special occasions.

11. Homeowner's Association

a. Every person who is the Owner of the fee interest in any Building Site subject to this Declaration shall have a membership in the Subdivision's Homeowner's Association ("Association"). The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner of a Building Site, whether one or more persons, shall have more than one membership per Building Site, which membership shall be appurtenant to and may not be separated from ownership of a Building Site. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast, nor office held (except for Declarant), for each Building Site owned.

b. Members shall be entitled to one vote for each Building Site owned. When more than one person holds an ownership interest in a Building Site, the vote for such Building Site

shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote attributable to such Building Site shall be suspended in the event more than one person seeks to exercise it.

c. Notwithstanding any provision to the contrary in this Declaration or the Bylaws or Articles of Incorporation of the Association, Declarant hereby reserves unto itself the right to appoint and remove any members of the Board of Directors ("Board") of the Association, and any officer of the Association, until such time as the first of the following events shall occur: (i) immediately upon the conveyance of all Lots, including those which may be added as Additional Property; or (ii) the earlier surrender by Declarant of such authority to appoint and remove by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall pass to the Owners as members of the Association. Following such expiration, a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association, together with any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in his possession.

d. The Association shall maintain and keep in good repair the Common Area. The maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping, landscape buffers, private roadways, water lines, improvements, wells, pumps, machinery and other equipment, if any is situated on and in the Common Area. The Association shall also maintain (whether or not constituting Common Area): (a) Subdivision landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, Common Area or public right-of-way; (b) all storm water drainage facilities serving the Subdivision, if and to the extent such facilities are not maintained by a public body; and (c) all street lighting pertaining to the Subdivision. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easements and cost-sharing agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event the Association determines that the need for any maintenance, repair or replacement, which is otherwise the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement, and all costs thereof not paid for by that Owners insurance shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Communitywide standard.

e. Except for maintenance performed on a Lot by the Association pursuant to the above paragraph, if any, all maintenance of the Lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Subdivision standard and this Declaration. An Owner is also responsible for repairs to streets, curbs and gutters, utilities and other Common Areas which are damaged by Owner (including his family members, guests, contractors, and the subcontractors of the contractor(s), and other invitees) during construction and otherwise before

or after construction is complete. In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner responsible hereunder, the Association may, except in an emergency situation, give the Owner written notice of the maintenance deficiencies determined by the Association and the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense in the event Owner does not immediately remedy same. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence and continue such work to completion with reasonable dispatch. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement, and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

f. The Declarant may transfer or convey to the Association at any time and from time to time any personal property, and any interest in improved or unimproved real property that is related to the Common Area as defined in Section 10 of this Declaration. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Area to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

g. The Common Area shall remain undivided, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all Lots within the Subdivision and without the written consent of all holders of all mortgages encumbering any Lots located within the Subdivision.

12. Assessments

a. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

b. Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, covenants and agrees to pay the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges, interest at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or twelve percent (12%) per annum on the principal amount due and costs of collection, including, without limitation, reasonable attorney's fees relating thereto and actually incurred, shall, from the time the sums become due and payable, be a charge on the Lot and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required.

Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment becomes due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner owns a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

c. **General Assessments:** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. General assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, general assessments shall be paid in monthly installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Area, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, landscape maintenance, expenses and liabilities incurred as proved herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

d. **Special Assessments:** The Association may levy a special assessment if approved by the Board. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

e. **Specific Assessments:** The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Article shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be

specific assessments. The Board may also specifically assess Owners for the following Association expenses:

(1) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among the Lots which are benefited according to the benefit received; or

(2) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

f. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first mortgage security deed placed on a Lot if, but only if all assessments and charges with respect to said Lot authorized herein having a due date on or prior to the date of the first mortgage security deed as filed of record have been paid. The lien hereby subordinated is only such lien as relates to the assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage with a sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such security deed. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of his or her personal obligation to pay all assessments coming due at any time when he or she is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by a foreclosure or by a sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a nonjudicial foreclosure, or pursuant to a deed in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or Owner of such Lot from liability for any assessment authorized hereunder to become due after such sale or transfer.

g. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successor in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successor in title creating any indemnification of the Owner or of any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who is not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the

Association and shall be for the benefit of all Owners. The foreclosure procedure available to the Association shall be the same procedure as for foreclosing other liens for the improvement of real property in Georgia. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the common property and recreational facilities, and the right to receive and enjoy such other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension, and shall not affect the permanent lien on such Lot in favor of the Association.

h. The assessments provided for herein shall commence as to a Lot when it has been conveyed by Declarant to an Owner other than Declarant.

i. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may:

(1) Advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or

(2) Cause the Association to borrow such amounts from a commercial lending institution at the then prevailing rates for similar loans in the local area of the property. No mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

j. The Association shall, within ten (10) business days after receiving written request thereof and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

13. Additional Property Subject to Declaration

The Declarant may, from time to time, subject additional real property to this Declaration by appropriate reference hereto (the "Additional Property"). Declarant further discloses that the Additional Property would only include all or a portion of the forty (40) acre tract of real estate adjacent to and to the west of the Subdivision property, which adjacent tract is not currently owned by Declarant. The adjacent tract has the right and option to tie into Daylor Court as one method of access to the adjacent property. In the event the Owners of all or any portion of the adjacent property gain access to their adjacent property through Daylor Court, they are contractually bound to subject such property to the Protective Covenants and Architectural Standards set forth in these Restrictive Covenants. If so subjected, the Owner's of residential building lots in the adjacent property will be bound by these covenants, and must be admitted to the Homeowner's Association as set forth herein.

14. General Provisions

a. Declarant reserves and shall have the full right to add to, alter, amend, revoke, release and waive the covenants and restrictions in this Declaration for any purpose or purposes, in whole or in part, including, but not limited to a waiver to any single Lot owner on a single occasion or a case-by-case basis, from the application of these covenants and restrictions, or any particular provision hereof,(for example, the roof pitch, driveway width, construction material used, or other particular item covered herein).

b. Declarant shall have the right to assign or delegate its rights and duties hereunder, in whole or in part, from time to time; and this Declaration shall be binding upon and shall inure to the benefit of the successors and assigns of the Declarant.

c. The provisions of this Declaration shall run with and bind title to the Lots in the Subdivision, shall be binding upon and inure to the benefit of all Owners and mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, after which time this Declaration shall be automatically renewed for an unlimited number of successive twenty (20) year periods; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or the last year of any twenty (20) year renewal period, a majority of the members of the Association cast votes in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed in the deed records of the Clerk of the Superior Court of Dougherty County, Georgia, such instrument to contain a certificate wherein the president of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

d. If any person, party or entity to whom Declarant conveys and sells any Lots subject to this Declaration, or the heirs, executors, administrators, successors or assigns of any such person, entity or party, shall violate or attempt to violate any such restriction, provision or covenant herein, it shall be lawful for the Board or any Owner owning any Lot situated in the Property, including Declarant, to prosecute any proceeding at law or in equity against the party, person or entity violating or attempting to violate any such restriction, provision or covenant, and either to prevent such party from doing so or to recover damages or other compensation for such violation.

e. Invalidation of any one or more of these covenants, or any part thereof, by a judgment or court order, shall in no wise affecting any of the other provisions hereof, which shall remain in full force and effect.

f. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as the Owner at the time of such mailing.

g. Lots 9 through 14 inclusive are bordered on the rear of such Lots by a vegetative landscape buffer as shown on the Plat of the Subdivision recorded in the Clerk's Office. No Owner of these Lots shall cause or permit any damage, removal, cutting down, poisoning, herbicide application, alteration or destruction of such landscape buffer. The buffer, and all plants, flowers, trees and vegetation within such buffer, including irrigation or sprinkler system, if any, shall be maintained by the Developer, or the Homeowner's Association, at their sole cost and expense.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed by its duly authorized Managers on the day and year first above written.

Signed, sealed and delivered
in the presence of:

James K Lewis
Witness

Shirley Ann Young
Notary Public
[AFFIX NOTARY SEAL]
JAN 22 2013
WARRILL COUNTY

Signed, sealed and delivered
in the presence of:

James K Lewis
Witness

Shirley Ann Young
Notary Public
[AFFIX NOTARY SEAL]
JAN 22 2013
WARRILL COUNTY

ALBANY REALTY COMPANY

By: *Charles Daniel Blackshear, Jr.*
**Charles Daniel Blackshear, Jr.,
President**

KEN DRAWDY PROPERTIES, LLC

By: *K Drawdy*
**Kenneth D. Drawdy, Jr.,
Manager**