

This is a transcription of the Waverly Park Homeowners Association covenants as filed November 3, 1995, with the Clerk of Superior Court, Cherokee County, Georgia, at Book 2223, Page 208. In case of typographical error or other inconsistency with the original, the original document prevails.

NOTE: Lazega & Johanson, attorneys at law, determined that the WPHA Covenants auto-renew in compliance with Section 44-5-60(d)(1) of the Georgia Code which revises the renewal of HOA Covenants to be auto-renewing. The WPHA Covenants auto-renewed in November 2015 for another twenty years.

AMENDED
DECLARATION OF COVENANTS;
CONDITIONS AND RESTRICTIONS

This declaration, made on the date hereinafter set forth by THREE C DEVELOPERS, INC., hereinafter referred to as “Declarant”.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lots 407, 458, 459, and 479 of the Fifteenth District and Second Section of Cherokee County, Georgia, known as Waverly Park, Unit I, as surveyed by Martin & Norton, Inc. RLS Nos 2149 and 2260, which plat is recorded at Plat Book 49, Page 149, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

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

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to Waverly Park Homeowners Assoc., Inc., its successors and assigns.

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

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions

thereto as may hereafter be brought within the jurisdiction of the Association.

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

All that tract or parcel of land lying and being in Land Lot 479 of the Fifteenth District and Second Section of Cherokee County, Georgia, known as lot 77, Unit I, Waverly Park, as shown on a survey by Martin & Norton Inc., RLS Nos. 2149 and 2260 which plat is recorded at Plat Book 50, Page 2, in the Office of the clerk of the Superior Court of Cherokee County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

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

Section 6. “Declarant” shall mean and refer to Three C Developers, Inc., its successors and assigns if such successor or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such

dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Five Dollars (\$125.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the

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

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

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a

reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the interest of six (6%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

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

ARTICLE V

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The "Architectural Committee" shall be composed of three or more representatives appointed by the Declarant until such time as the Declarant has sold his last lot in the Subdivision, at which time the Architectural Committee shall be composed of three or more representatives appointed by the Board of Directors and except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings,

determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plane and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may within ten (10) days after the receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and received as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. No structure as defined as follows – Structure: Any thing or device (other than trees, shrubbery less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may effect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, barn, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2)

feet in height, signboard or any temporary living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner. No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular lot (including proposed front, rear, and side setbacks, and the location of all parking spaces and driveways on the Lot) (ii) a clearing plan for the particular Lot, and such other information required by the Architectural Committee; (iii) a drainage plan; (iv) plan for landscaping and (v) plans and elevations of proposed structures.

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

- (a) failure of such plans of specifications to comply with any of the Restrictions ;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;

- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with references to other Lots in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan, or landscaping plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style, or architecture, height, bulk, or appropriateness of any proposed Structure;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not began within six (6) months after such approval unless such six (6) months period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

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

Section 4. Returning Copy of Plans. Upon approval by the Architectural committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, bearing such

approval in writing, shall be returned to the applicant submitting the same.

Section 5. Site to be Staked Prior to Tree Cutting. After the plan for the structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

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

that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and compiled within regard to all Structures on and uses of the lot in question. Any plan submitted must be approved or disapproved by said committee within thirty (30) days of receipt of the same.

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

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

Section 8. Inspection and Testing Rights: Any agent of Declarant or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance

of such Lot and the maintenance, construction, or alteration of Structures thereon are in the compliance with the provisions hereof; and neither Declarant nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

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

Section 10. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for review within sixty (60) days after said plans and specifications have been submitted to the Committee, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approval of the Architectural Committee:

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

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

Section 3. No pre-manufactured housing is acceptable. No residence in whole or in part may be constructed off-site and relocated to a Lot. This includes any pre-existing structure

being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

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

Section 5. No boat, boat trailer, bus, trailer, motor home or any similar item shall be stored on any Lot for a period of time in excess of 24 hours if such item is visible from the street.

Section 6. No tree having the diameter of twelve (12) inches or more (measured from a point two feet above the ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. Provided, however, that the Architectural Committee shall always administer this provision in light of the orderly and proper development of the Subdivision Lots for residential purposes. Any rules or regulations regarding trees or the preservation of trees shall always be constructed in light of the Lot owners’ use of said property for the construction and maintenance of a residence. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem appropriate, the Architectural Committee may mark certain trees, regardless of tree size, as not removable without written authorization.

Section 7. No animals, livestock, insects, or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or

commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards. Including but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the owner except when on a leash.

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

Section 9. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for school, kindergartens, or business of any nature; provided, however, that nothing contained herein shall prevent children living at such address from receiving home schooling in accordance with the provisions of Georgia Law. All Lots shall be used for single family residence purposes only and no such Lot shall be subdivided. Properties designated as “recreational” and as will be owned by the Association may be used for such recreational purposes.

Section 10. No lumber, metals, bulk materials (except lumber, metals, bulk materials as in usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the

open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

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

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

Section 13. No dwelling located in the Subdivision shall have heated living area, with ceiling height of less than 8', exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) if less than 1,250 heated square feet for a one story home or split level home. A multi-storied dwelling (up to three stories) shall have a minimum of 1,400 heated square feet.

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

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

Section 16. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans

approved by the Architectural Committee; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 17. All material selections and color selections must be submitted and approved by the Architectural Committee prior to application.

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

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

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

Section 21. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

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

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

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

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

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

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

Section 28. With respect to each Residential Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, DEVELOPER shall have the right, but not the obligation, to re-purchase the Lot for an amount not to exceed the purchase price paid DEVELOPER for the Lot without interest, plus the certified expenses of improvement made thereon.

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

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

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

Section 32. As to any lot in this Subdivision on which a storm drain is located, an easement is reserved to County Authorities, the Declarant and the Homeowners Association, for purposes of repairing or maintaining said drain. Each lot owner shall be responsible for maintaining that portion of any drainage easement which is located on their lot such that the drainage easement shall be kept free of any obstruction that might block the intended flow of water. Should a lot owner fail to so maintain the drainage easement then the Homeowners Association shall have the right to enter upon the lot and take steps necessary to maintain the integrity of the drainage easement and the lot owner shall be responsible to the Association for all expenses so incurred.

ARTICLE VII
GENERAL PROVISIONS

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

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

See NOTE at top of page 208 regarding covenants renewal.
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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Cherokee County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Additional land within the area described in Exhibit A, attached hereto and incorporated herein by reference, and any additional property lying and being in said Land Lots or in Land Lots immediately adjacent to the above described property may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided, that the FHA and the VA

determine that the annexation is in accord with the general plan heretofore approved by them.

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

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal this ____1____ day of ___Nov._____, 1995

THREE C DEVELOPERS, INC

By:

Witness

Frank Coker, President

Notary Public

The undersigned parties, MICHAEL CRONAN, COKER HOMES, INC., JIMMY RICHARDS, and CANTRELL HOMES, INC., being additional Owners of lots in the above-described subdivision do hereby consent to the placement of the Restrictive Covenants on their respective properties.

This __1st__ day of ___November_____, 1995.

Signed, sealed and delivered

In the presence of:

_____ (SEAL)

MICHAEL CRONAN

Witness

Notary Public

Signed this _____ day of _____, 1995

Signed, sealed and delivered

COKER HOMES, INC.

in the presence of:

BY:

_____ (SEAL)

Witness

ROGER COKER, PRESIDENT

Notary Public

Signed this _____ day of _____, 1995

Signed, sealed and delivered
in the presence of:

_____(SEAL)

JIMMY RICHARDS

Witness

Notary Public

CANTRELL HOMES, INC. BY:

Signed, sealed and delivered
in the presence of:

_____(SEAL)

Witness

_____(SEAL)

BETTY JO JOHNSON

Notary Public