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CATOOSA COUNTY GEORGIA
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NORMAN L. STONE, Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LEGACY HEIGHTS SUBDIVISION
AND LEGACY HEIGHTS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 6th day of July, 2004 by DENNIS M. KING ENTERPRISES, INC., a Georgia Corporation (hereinafter called the "Developer");

WITNESSETH

WHEREAS, Developer owns all of the property known as Legacy Heights Subdivision as shown on that certain plat of survey recorded in Plat Book 19 at page 95 and in Plat Book 19, Page 168, Superior Court Clerk's Office, Catoosa County, Georgia (hereinafter referred to as the "Subject Property" or the "Subdivision"); and

WHEREAS, it is to the interest, benefit and advantage of Developer and each and every person who shall hereafter purchase any lot in the Subdivision that certain protective Covenants and Restrictions governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide, for the common benefit of the residents of the Subject Property, for the maintenance of certain Common Area of the Subject Property (as hereinafter defined); and

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

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

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such covenants and restrictions are and shall be binding on all of the Lots and to all parties

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having and acquiring any right, title or interest in such Lots or any part thereof and shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

The following terms when used in this Declaration of Covenants (unless the context shall clearly indicate to the contrary, shall have the following meaning:

- (a) "Association" shall mean and refer to Legacy Heights Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.
- (b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.
- (c) "Developer" shall mean Dennis M. King Enterprises, Inc., a Georgia Corporation.
- (d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.
- (e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Common Area.
- (f) "Mortgage" shall mean and refer to any security instrument by means of which title to the Subject Property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.
- (g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.
- (h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.
- (i) "Common Area" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof.
- (j) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the Association pursuant to Article 2, Section 2 of this Declaration.
- (k) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

ARTICLE 2

PROPERTY SUBJECT TO DECLARATION; COVENANTS AND RESTRICTIONS

Section 1. Property Hereby Subjected to This Declaration. This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold,

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conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lot 259 in the 28th District, and 3rd Section of Catoosa County, Georgia, and being Lots One (1), Twelve (12), and Thirteen (13), of Legacy Heights, Final Plat, Phase I, as shown by plat recorded in Plat Book 19, Page 95, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia; and Lots Two (2) through Eleven (11), and Lot Fourteen (14), Legacy Heights, Final Plat, Phase 2, as shown by plat recorded in Plat Book 19, Page 168, in the Office of the Clerk of the Superior Court of Catoosa County, Georgia.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration. Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

Section 3. Covenants and Restrictions.

- (a) **Residential Use.** All of the Lots in the Subdivision shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling with attached garage, which may also be located in the basement, and which must be for a minimum of two (2) vehicles.
- (b) **Single Family Dwelling.** No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one (1) family and no residence shall be used as a multiple-family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall any Lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses.
- (c) **Setbacks.** No building shall be located on any Lot nearer than forty (40) feet to the front Lot lines or nearer than thirty (30) feet to any side street line or nearer than thirty (30) feet to any interior Lot line. Further, there are certain setback requirements provided for and shown on the Subdivision plat which are incorporated in and made a part of these Covenants and Restrictions. No structure, other than a below ground swimming pool, also known as an in ground swimming pool, appropriate pool facilities, outdoor fireplace, or a structure set forth in paragraph 4 below shall be located nearer than thirty (30) feet to any rear Lot line.
- (d) **Exterior Electronic Devices.** No television or radio antenna, satellite dish, or other electronic device of a similar nature shall be placed on the roof of any building or on the front two-thirds (2/3) of any Lot, any such device to be restricted to the rear one-third (1/3) portion of the particular Lot. No such device may be more than ten (10) feet in height.

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- (e) Dwelling on Lots. No more than one (1) Residential Unit shall be erected or maintained on any Lot. This will not prevent the use of one (1) or more Lots or parts of Lots as a single-building plot of ground, providing that the division or rearrangement of boundary lines of subdivision Lots shall not reduce the basic width and size of the said Subdivision lots, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No Lot or any part thereof shall be used as means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a Lot or part of a Lot as a means of public and/or private access to and from other lands and/or to use a Lot or part of a Lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developer reserves the exclusive right to grant, transfer and convey these rights to others.
- (f) Nuisances. No noxious or offensive activity shall be carried on upon any Lot. Nothing shall be done on any Lot that may be or may become an annoyance or nuisance to the neighborhood. Any vehicles larger than pickups, sports utility vehicles or personal-type vans are not permitted to be parked in the Subdivision. There shall be no exterior storage of any inoperable vehicle for longer than one (1) month.
- (g) Occupancy Conditioned Upon Completion of Permanent Structure. No part of any Lot shall be used for residential purposes until first a completed Residential Unit, conforming fully to the provisions of this Declaration, shall have been erected thereon, the intent of this paragraph (g) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent Residential Unit. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. Notwithstanding anything herein to the contrary, the Developer reserves the continuing right to maintain the temporary field office and construction office trailer on any unsold Lot in the Subdivision as long as Developer is engaged in the development and marketing of the Subdivision and/or in the construction of residences on Lots in the Subdivision.
- (h) Time for Completion of Construction. Any residence being erected on a Lot shall be completed within twelve (12) months from the date of the pouring of the footings for the residence.
- (i) Minimum Square Footage. No Residential Unit shall be erected or permitted to remain on any Lot unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened porches, garage, eaves, steps, and basements (whether finished or not), set forth below:
- (a) All one (1) level residences to be a minimum of 1900 heated square feet with attached two (2) car garage.
 - (b) All other style residences to be a minimum of 2200 heated square feet with at least 1900 square feet on main level.

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- (j) Conventional Frontal Appearance. All Residential Units shall have conventional and acceptable frontal appearance from the main street facing said Lots.
- (k) Boundary Lines. It shall be permissible for Developer to rearrange boundary lines of Lots, if so desired, and to combine Lots or parts of Lots into one (1) building plot, providing same does not result in an increase in the number of Lots once the subdivision plat has been recorded.
- (l) Permitted Materials; Dimensions; Prior Approval Requirement. No more than one (1) building shall be erected on any one Lot. The front of the dwelling (the side facing the main street) as well as the two sides of the dwelling must be of a masonry material such as brick or stone, with the matching brick or stone used on all sides of the foundation. No block may be exposed on any portion of the foundation. No stucco may be used on any portion of the exterior. Vinyl siding material may be used on the back side of the dwelling and on the dormers and soffits of any side of the dwelling. A roof pitch must be a minimum of ten-twelfths (10/12) unless otherwise approved by the Developer, and the roof must be constructed using architectural or dimensional style shingles. Each Residential Unit shall have a stone or brick mailbox with an electric light. The dimensions of the mailbox shall be 2' x 2' x 5' high. No asbestos siding shall be used in the construction of the Residential Unit. Any other type of siding and/or any other type of material for use in construction of the Residential Unit must be submitted for approval as set forth in paragraph (o). Landscape work must be completed within thirty (30) days of completion of the Residential Unit for occupancy. This paragraph is a guide and does not affect the fact that all Lot plans and specifications must be submitted to the Developer for approval.
- (m) Driveway. A concrete driveway must serve each residence constructed upon a Lot.
- (n) Bathhouses. No bathhouses will be permitted to be erected or maintained without the approval of Developer of its location, style, material and site.
- (o) Plans and Specifications; Required Approvals. Before any construction is commenced or carried on upon any Lot, plans and specifications for any Residential Unit to be constructed on the Lot shall be submitted for approval to Developer, and written approval thereof by Developer must be procured. Because of the Developer's intense concern that all of the Lots developed in the Subdivision shall be of quality, character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include how the architectural style fits in with the other homes constructed in the Subdivision, roof pitch, masonry and siding materials, window placement, driveway, garage door location and the like.

Developer approval of all plans and specifications for construction, including new construction, as well as any modifications or additions to an existing structure, shall be required. Such approval shall be required until the sale by the Developer of, and the completion of construction of a Residential Unit on each and every Lot in the

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Subdivision, at which time such approval provisions contained in this paragraph shall expire.

All garages must enter from the side.

The Developer may promulgate design and development guidelines ("Design Guidelines"). Such Design Guidelines shall consist of a separate document and may, from time to time, be modified or changed, so long as such change or modification is in conformity with the Developer's original intent to maintain the uniformity and character of the Subdivision. Notwithstanding the foregoing, the Developer, at any time, may relinquish or assign its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Superior Court Clerk's Office of Catroosa County, Georgia, a notice of such relinquishment or assignment, at which time the architectural control provisions contained in this paragraph shall expire or be exercised by the assignee, as the case may be.

The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within ninety (90) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

In no event may the Developer be held liable in any way to any Owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

- (p) Livestock; Prohibited Commercial Activities. No sheep, swine, goats, horses, cattle, burros, fowls or other like animals shall be permitted to be kept or to remain on any of the Lots or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any Lot for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of the Subdivision.
- (q) Conveyances Subject to Zoning and Subdivision Ordinances and Regulations. Whether expressly stated or not in any deed conveying any Lot, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereof.
- (r) Maintenance of Lots; Street Conditions. All Lots must, from the date of purchase, be maintained by Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street. In the event that an Owner fails, of his own volition, to maintain Owner's Lot in a neat and orderly condition, the Developer or the homeowners association may venture upon the Lot without liability and proceed to put the Lot into a neat and orderly condition, billing the cost of such work to Owner. All Owners in the Subdivision are requested to aid in keeping cars, trucks, and delivery

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trucks off the curbs of the streets, as such curbs can be easily damaged, particularly when new. Also, Owners must keep the street clear of concrete blocks, concrete, and building materials while a residence is under construction.

- (s) Outbuildings. There shall be no detached garages, outbuildings or servant's quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition, provided the requirements of Paragraph (n) are met. Thus a bathhouse will not have to be connected or attached to the Residential Unit. However, such structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.
- (t) Violations and Waivers. In the event of minor violations of these restrictive covenants, a waiver thereof may be made by the Developer. Any such waiver shall be in writing and recorded in the Superior Court Clerk's Office of Catoosa County, Georgia.
- (u) Signs. No sign of any character shall be displayed or placed upon any part of the Subdivision except those advertising the residences that are for sale or for rent and those used by the Developer to advertise the Subdivision during the construction and sales period. Such signs shall not exceed twelve (12) square feet in size nor have an overall height exceeding five (5) feet above ground level.
- (v) Liability for Damage During Construction. Any damage to a street, sidewalk or curbing as a result of construction on a particular Lot shall be repaired immediately at the expense of the Owner. Temporary construction support must be provided for the curbs and sidewalks during the time of construction.
- (w) Maintenance Obligations During Construction. Lots and construction sites shall be maintained in a clean manner during construction, and trash and excess material shall be cleared every two (2) weeks. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness.
- (x) Fences. Fences are allowed no nearer the front line than the rear elevation of the residence. The design and material used in such fence construction must be made of either vinyl or cast iron.
- (y) Porches. Any front porch attached to any residence or dwelling in the Subdivision shall have a foundation on such porch that matches the foundation of the residence or dwelling.
- (z) Final Construction Obligations. Upon completion of construction of a Residential Unit, and prior to final inspection by any lender providing the construction or permanent financing for a Residential Unit, the following additional items must be completed:
- (ii) Sodding of front and side yards;
 - (iii) Planting of two (2) trees of a variety approved by Developer in the front yard in a location that is appropriate and attractive in relation to the dwelling.

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(iv) Construction of a concrete sidewalk forty-two (42) inches in width, parallel with the street across the front of the Lot, at a distance from the curb approved by Developer. Construction shall also be in compliance with any applicable codes or ordinances.

(aa) Reimbursement of Expenses to Developer. In the event that Developer must undertake at his expense the performance of any obligations of an Owner set out in these Covenants and Restrictions, including but not limited to performance of repair work for damage to curbs, removal of construction site debris, or clearance of mud and debris from streets as a result of a failure to perform such obligations on the part of Owner, Owner's contractor, Owner's builder, or any other agent with whom Owner has contracted, then Developer shall be entitled to reimbursement from Owner of costs associated with such performance of Owner's obligations upon the presentation to Owner of an itemized bill for such services. Any such obligation that remains unpaid to Developer within fifteen (15) days after presentation of such itemized bill to Owner shall become a lien on the Lot to which the obligation relates, and shall be enforceable as such in the same manner for enforcement of a lien for unpaid assessments as set out in Article V hereof.

ARTICLE 3

THE COMMUNITY ASSOCIATION; AUTOMATIC MEMBERSHIP; VOTING RIGHTS

Section 1. The Association. The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Legacy Heights Homeowners Association, Inc., a nonprofit Georgia Corporation.

Section 2. Membership. Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of membership; Class A and Class B.

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

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

(ii) At such time as all Lots (other than the Common Area) are no longer owned by Class B members, whichever shall first occur.

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

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

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

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- (iii) Any proposal of merger, consolidation or dissolution;
- (iv) Any proposal to amend this Declaration of the Articles of Incorporation of the Association; and
- (v) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

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

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

Section 4. Suspension of Membership Rights. The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

COMMON AREA PROPERTY

Section 1. Conveyance of Common Area. The Developer hereby covenants with the Association to convey the Common Area to the Association on or before the date that the last remaining Lot owned by Developer is conveyed to a Class A member of the Association.

Section 2. Association Rights. The Association shall have the right to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

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ARTICLE 5
ASSESSMENT

Section 1. Creation of the Lien or Personal Obligation for Assessments.

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

(a) Annual assessments and charges and

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

Section 2. Purpose of Assessment. The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Common Area and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of Legacy Heights Subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Common Area and the entrance area or areas.

Section 3. Basis and Maximums of Annual Assessments.

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

(a) The maximum initial annual assessment of Class A members shall be Two Hundred and NO/100 dollars (\$ 200.00) per residential unit payable to the Association, and

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

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From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association.

Section 4. Special Assessments. Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area or entrance area or areas.

Section 5. Equality of Assessment among Residential Units. No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A member while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

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

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 2nd day of January of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

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

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

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

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

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal

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

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or nineteen percent (19%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of seventy-five percent (75%) or more of the votes of those then entitled to vote all classes of membership.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Restricted Property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

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

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ARTICLE 6

ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the Association, the maintenance, repair and operation of the Common Area and the Entrance Areas shall be the responsibility of the Association.

Section 2. Maintenance Agreement. The Association may enter into such maintenance agreements as are necessary or desirable for the administration and maintenance of the Common Area and the Entrance Areas.

Section 3. Limitations of Liability; Indemnification. Notwithstanding the duties of the Association to maintain and operate the Recreation Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Recreation Area nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

INSURANCE AND CASUALTY

The Board of Directors of the Association shall have the authority to and shall obtain insurance for all improvements of the Common Area and Entrance Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by accompanied license to

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do business in the State of Georgia, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 8 GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods of no more than twenty years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least fifty-one percent (51%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, at least ninety (90) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices. Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment. The Covenants and Restrictions of this Declaration may be amended at any time during the first two (2) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Superior Court Clerk's Office, Catoosa County, Georgia, and shall not become effective until the instrument evidencing such

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change has been duly filed for record in the Office of the Clerk of the Superior Court of Catoosa County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

DEVELOPER:
DENNIS M. KING ENTERPRISES, INC.,
A Georgia Corporation

By: Dennis M King (Seal)
Dennis M. King
Its: Chief Executive Officer

Signed, sealed and delivered
In the Presence of:

CBurnette
Witness

Debbie Hayworth
Notary Public

My Commission Expires: _____

