

For Amend SEE Book 3361 pg 286  
AS 3666 pg 364

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DECLARATION OF PROTECTIVE AND  
RESTRICTIVE COVENANTS FOR  
POINTE SOUTH

STATE OF GEORGIA,  
COUNTY OF HALL.

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS, made and published, this 13<sup>th</sup> day of April, 1995, by THE SOUTHLAKE GROUP, L.L.C., hereinafter referred to as "Declarant."

WITNESSETH, THAT

WHEREAS, Declarant is the owner and developer of real property in the County of Hall and State of Georgia known as "Pointe South" the same being of all those certain lots, tracts or parcels of land, situate, lying and being in Hall County, Georgia, and shown and delineated by a plat or survey of the same prepared by, Registered Surveyor, which plat is dated March 30, 1995, and is recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia, in Plat Slide 490, page 139A, and which plat is incorporated herein by reference as a part hereof.

WHEREAS, it is to the best interest, benefit and advantage of said Declarant and to the benefit and advantage of each and every person who shall hereafter purchase and acquire any lot in Pointe South, that certain protective covenants governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the Declarant and each and every

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subsequent owner of every lot therein, the said Declarant does hereby establish, promulgate and publish the following protective covenants, which shall bind all persons hereafter owning said lots. These covenants shall be effective immediately upon recording of this instrument in the Office of the Clerk of the Superior Court of Hall County, Georgia, and shall run with the land and be binding on all persons claiming under and through the owner of said subdivision for a period of twenty years from and after this date.

1. LAND USE AND BUILDING TYPE: All of the lots in said subdivision shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than a one, detached, single-family dwelling. Erection of a separate garage will be permitted. However, Declarant is permitted to use a lot and any structure thereon as a "model" home and office for the sale of lots in said subdivision.

2. RESUBDIVISION OF LOTS: No residential lot shall be resubdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of the adjoining lot, in which event, the part sold shall thereafter be considered a part of such adjoining lot.

3. LAND USE: Neither a temporary nor permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn, log cabin or any outbuilding. No residence of a temporary character shall be permitted under any circumstances. No building shall be used as a school, church or kindergarten.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot unless the building design is approved in writing by the Architectural Control Committee. Declarant shall be the Architectural Control Committee and is empowered to approve housing plans and specifications as to design, quality of workmanship, materials and as to

the location of any structure with respect to topography and finished grade elevation. Declarant has the right to assign in writing its authority and powers as the Architectural Control Committee to any entity or person it chooses, including the Pointe South Homeowners Association, Inc. Lot owners desiring to locate and construct a dwelling shall first submit plans and specifications therefor to Declarant and obtain written approval from it prior to the construction of any improvement on said lot.

Gates, columns, walls and fences (not attached to the dwelling) shall be approved by the Architectural Control Committee prior to construction. All fences VISIBLE from the road, whether from the front, side or rear yard, shall be of wooden construction or similar architectural appeal. The Architectural Control Committee or designee shall review and approve all fences prior to installation. All antennas will be required to be either in the rear of home, in the attic, or on the rear roof. Satellite dishes shall be required to be located in the rear yards or rear roof and COMPLETELY screened from view from ANY street. All playground equipment shall be placed at the rear of the dwelling and shall not be visible from a street. Garbage containers, clothes lines, and wood piles shall be placed in a location so as not to be visible from the street. A house trailer, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any lot if enclosed. No above-ground swimming pools shall be permitted.

All mail boxes shall be uniform in design and construction and approved by the Architectural Control Committee.

All homes constructed herein shall meet the following criteria:

- (a) No residence shall be erected on any lot without a double garage.
- (b) The exterior surface of a residence or any other structure or

improvements shall be wood, stone, stucco, cedar, shingle, brick or exterior Insulation Foam System (E.I.F.S.) (a generic name for "Dryvit)-Vinyl siding is prohibited. Any other type of siding must be first approved by the Architectural Control Committee. THERE SHALL BE NO EXPOSED CONCRETE BLOCK. No wooden stoops shall be allowed on front of houses. These requirements include all out buildings. Any out buildings shall be constructed in like style and materials as main residence.

(c) All structures erected shall be completed within one year of when construction commences.

(d) All homes throughout the subdivision must have brick, stucco, or stone accents on fronts of not less than 1000 square feet. All homes throughout subdivision shall be side or rear entry double car garages unless deemed impossible by Architectural Control Committee. Houses deemed impossible by Architectural Control Committee for side or rear entry double-car garages, shall have a minimum driveway width of 16 feet to allow for a front entry double car garage.

(e) All vertical wood visible from street on front of homes shall be painted, including, but not limited to all railings, pickets, etc.

(f) All plumbing stacks and roof vents shall be vented to the rear roof of all dwellings.

(g) Electrical meter base installed on side of homes are to be painted the same color as siding.

(h) Air conditioning compressors located on side of homes must be screened with shrubs.

(i) The interior walls of all garages must be finished, painted or stained.

(j) All chimney tops shall be encased with shroud.

(k) Any of the conditions required in subparagraphs (a) through (j) may be altered by the Declarant.

(l) At the time of construction of improvements on a lot in said subdivision, said lot owner shall construct a driveway entrance which driveway entrance shall meet specifications of the Architectural Control Committee.

5. LANDSCAPING: Home builder shall be required to maintain cleanliness of building site including keeping the street in front of said building site clean and clear of mud, gravel, etc. from construction. Upon completion of the dwelling construction, the lot owner shall complete the landscaping of said lot, which shall include, but not be limited to the clearing of all building debris, stumps and any other unnatural foliage. All driveways leading from the street to the dwelling shall be paved with concrete or asphalt.

6. SIZE OF DWELLING:

(a) No dwelling shall be erected on any lot where the ground area thereof shall be less than 2200 square feet of heated space in the case of a one-story structure.

(b) In the case of a two-story structure, no dwelling shall be erected on any lot in said subdivision where the ground area thereof shall be less than 1500 square feet of heated space and where the total square footage of all stories shall be less than the 3000 square feet.

(c) In the case of a split-level or split-foyer structure, no dwelling shall be erected on any lot in said subdivision where the finished and heated living area shall be less than 3000 square feet of heated space.

(d) In the case of a one-story structure with a finished basement,

no dwelling shall be erected on any lot in said subdivision where the main floor shall be less than 2200 square feet of heated space.

(e) These minimum requirements of square footage shall be exclusive of porches, carports, patios, outside storage rooms or any unheated areas.

7. BUILDING LOCATION: All dwellings or other building shall be erected within the building setback lines as delineated on the subdivision plat referred to above.

8. OFFENSIVE TRADE: No noxious or offensive trade shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. ENFORCEMENT: Violations or attempted violations on the part of any owner, the heirs, administrators, executors and assigns during the term of these restrictions shall afford any other person or persons owning lots in said subdivision, a right of action at law or in equity against the person or persons violating or attempting to violate these covenants, either to restrain violations or to recover damages or both.

10. RENTALS: There is hereby prohibited the erection of any duplex structure, commercial apartment house, boarding house or other structure designed primarily or intended to be used for rental purposes, however, it is not intended by these restrictions to prohibit an owner from renting a room or an apartment in any dwelling located upon a lot in the subdivision, which dwelling is occupied by the owner at the time the renting or leasing is done, nor shall it prohibit the renting or leasing of an entire dwelling by the owner.

11. SEVERABILITY: Invalidation of any one or more of these covenants by a judgment of any court having jurisdiction of the subject matter shall

in no wise affect any of the other provisions herein contained, but such other provisions and protective covenants shall remain in full force and effect.

12. TERM: These covenants shall run with the land and be binding on all parties hereafter owning and acquiring land in said subdivision, their assigns, administrators, heirs and executors, and all persons claiming under them for the full period of twenty years from the date these covenants are recorded in the Office of the Clerk of the Superior Court of Hall County, Georgia. These covenants may be modified by an agreement in writing by two-thirds (2/3) of the lot owners in said subdivision, but such modification shall be effective only upon recording thereon in the Office of the Clerk of the Superior Court of Hall County, Georgia. Declarant may amend this Declaration without the approval of any lot owner or mortgagee prior to the date on which the right of Declarant under Section 1.02 of Paragraph 14 to appoint and remove members of the Board and officers of the Association terminates.

13. PARKING: No junk vehicles, commercial or industrial vehicles, including, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be regularly or habitually parked in front of any lot. Storage for boating equipment or travel trailers shall be so that they are not visible from the street. No ATV or motorized vehicles are allowed in easement, common areas or pedestrian walks. No ATV or motorized vehicle is allowed in parking areas with the exception of passenger vehicles. Each owner and occupant of a lot shall park automobiles and other vehicles only on such lot, and no owner or occupant shall park any automobile on the streets of the subdivision as a matter of course. Any vehicle which is inoperable shall

be covered away.

14. ASSOCIATION: MEMBERSHIP AND ADMINISTRATION

Section 1.01. Membership in the Association. The Association has been incorporated as a Georgia nonprofit corporation pursuant to the Articles of Incorporation and is named Points South Homeowner's Association, Inc. Every person, including Declarant, who is the record owner of a fee or undivided fee interest in any lot shall be a member of the Association; provided, however, that holding a mortgagee's interest in any lot or dwelling shall not entitle a person to be a member of the Association. Except as provided for herein, membership shall be appurtenant to and may not be separated from ownership of a lot. The Association shall be governed by the By-Laws. The Association's voting membership shall consist of all lot owners, including Declarant, and each owner shall be entitled to a vote for each lot owned by such owner as specified in the By-Laws.

SECTION 1.02. Administration of the Development. Subject to the provisions hereinafter set forth in this Section 1.02, the administration of the Development, the maintenance, repair, renovation, and operation of the common area and those acts required of the Association by this Declaration shall be the responsibility of the Association, and such administration shall be pursuant to the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association. The powers herein or elsewhere granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the owners unless otherwise specifically provided herein. Notwithstanding the duty of the Association to maintain, repair, renovate, and operate the common area, the Association shall not be

liable for injury or damage caused by any latent condition of the common area nor for injury caused by the elements, owners or other persons, nor shall any officer or director of the Association be liable to any owner for injury or damage caused by such officer or director in the performance of his duties unless due to the gross misfeasance or malfeasance of such officer or director. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED IN THIS DECLARATION OR THE BY-LAWS, DECLARANT SHALL HAVE THE RIGHT TO APPOINT OR REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS AND ANY OFFICER OR OFFICERS OF THE ASSOCIATION UNTIL SUCH TIME AS THE FIRST OF THE FOLLOWING EVENTS OCCURS: (i) THE DATE AS OF WHICH DECLARANT OWNS NONE OF THE LOTS IN THE DEVELOPMENT, OR (ii) THE SURRENDER BY DECLARANT OF THE AUTHORITY TO APPOINT AND REMOVE MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION BY AN EXPRESS AMENDMENT TO THIS DECLARATION EXECUTED AND RECORDED BY DECLARANT. EACH OWNER, BY EXECUTION OF THIS DECLARATION OR BY ACCEPTANCE OF A DEED TO A LOT, VESTS IN DECLARANT SUCH AUTHORITY TO APPOINT AND REMOVE MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION AS PROVIDED BY THIS SECTION 1.02 AND THE BY-LAWS. Upon the expiration of the period of Declarant's right to appoint and remove members of the Board of Directors and officers of the Association as provided by this Section 1.02 and the By-Laws, such right shall automatically pass to the owners, including Declarant if Declarant then owns one (1) or more lots, and the first annual meeting of the Association shall be called within sixty (60) days of such expiration as provided by the By-Laws. At such meeting the owners shall elect a Board of Directors and shall undertake and assume the responsibilities of the Board of Directors and the Association, and Declarant shall deliver to the Association a limited warranty deed conveying the common area to the

Association. Declarant shall also deliver to the Association all books and accounts which Declarant has kept on account of the Association.

Section 1.03. Management Contracts. The Association shall be authorized to enter into such management contracts as it may deem necessary or desirable for the administration and operation of the Development. All such management contracts shall be authorized by vote of a majority of the Board of Directors, and the terms and conditions of all management contracts entered into by the Board of Directors on behalf of the Association shall be binding on the Association. Upon request of any owner, a copy of any such management contract shall be made available to such owner.

Section 1.04. Powers of the Association.

(a) The Association shall have the power to employ, retain, dismiss and replace agents and employees to exercise and discharge the powers and responsibilities of the Association.

(b) The Association shall have the power to make or cause to be made additional improvements on and as a part of the common area, and the power to acquire, lease or own, in the name of the Association, as nominee for all owners, property of any nature, real or personal or mixed, tangible or intangible or intangible, and to borrow money and pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers. Any such improvements or acquisitions costing more than TEN THOUSAND DOLLARS (\$10,000.00) or requiring a special assessment or any such lease, loan, pledge, mortgage or hypothecation having a rental or loan payment of more than

FIVE HUNDRED DOLLARS (\$500.00) per month or requiring a special assessment shall have the approval of at least two-thirds (2/3) of the votes of the owners. Notwithstanding the foregoing, during the period that Declarant shall own any portion of the property, no such improvements, acquisition, lease, loan, pledge, mortgage, or hypothecation shall be made by the Association except upon the written approval of Declarant.

(c) The Association shall have the power and authority to and shall secure and maintain in effect a comprehensive general liability insurance policy covering loss or damage resulting from an occurrence, or incident on the common area, in such amounts as may be required by the Board, but in any event not less than \$1,000,000.00, with appropriate deductible, covering all claims for bodily injury or property damage or both, arising out of a single occurrence or incident. The premium for said insurance shall be paid by the Association as a common expense.

(d) The Association shall have the power and authority to secure liability insurance for directors as it may deem necessary or desirable.

(e) The Association shall, if it deems such coverage necessary, or if required by a governmental or quasi-governmental agency, secure and maintain in effect adequate fidelity coverage to protect against loss of money through dishonest acts on the part of officers, directors, employees, and all others who handle or are responsible for handling the funds of the Association.

(f) The Association shall have such other authority and powers as are set forth elsewhere in this Declaration and the By-Laws,

notwithstanding the fact that such powers are not set forth in this Section 1.04.

Section 1.05. Rules and Regulations. The use and maintenance of the Property shall be subject to such reasonable rules and regulations (the "Rules and Regulations") as the Board of Directors may promulgate from time to time, and such Rules and Regulations shall be binding on all owners and occupants of lots. Each owner shall be responsible for the compliance of the members of his family and of such owner's guests, tenants, or other occupants with the Rules and Regulations and all provisions of this Declaration and the By-Laws of the Association.

15. ASSESSMENTS

Section 2.01. Purpose of Annual Assessments. The annual assessments provided for herein shall be levied, spent, and used by the Association to cover the common expenses of the Association. The common expenses of the Association shall include, but shall not be limited to, fees for management and supervision, office, legal and accounting expenses related to the conduct of the affairs of the Association, insurance as provided herein and by the By-Laws of the Association, utility charges for utility services to the common area and for water and sewer service to the common area, taxes on the common area, charges for trash removal if not provided by the applicable governmental authority, fees for security and all expenses in connection with the maintenance, repair, renovation and replace of the common area. The Board of Directors may, from time to time, also provide for the establishment and maintenance of a reasonable operating or other reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens, expenses of replacement and repair or emergency expenditures in connection with

maintenance and repair.

**Section 2.02. Creation of the lien and Personal Obligation for Assessments.** With the exception of the Declarant who shall not be subject to a lien under this Section 2.02 for any lot owned by said Declarant, each lot now or hereafter subject to this Declaration is subject to a lien and permanent charge in favor of the Association for the annual and special assessments set forth in Section 2.03 of this Article and for all other charges that may be payable by an owner pursuant to the terms of this Declaration or the By-Laws. Each such assessment and charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a permanent charge when due. Each such owner covenants and agrees, and by the execution of this Declaration or by acceptance of a deed to a lot or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay the same as and when due. Except as specified by Section 2.06, the grantee in a fee simple conveyance of a lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments and charges against such grantor as may be due and payable at the time of a conveyance, without prejudice to the rights of such grantee to recover from such grantor the amounts paid by the grantee therefor; provided, however, that if such grantor or grantee shall request a statement from the Association as provided in section 2.07 hereof, such grantee, his successors, successors-in-title and assigns shall not be liable for, nor shall the lot conveyed by subject to a lien for, any unpaid assessments or charges against such grantor in excess of the amount set forth in such statement, if any. With the exception of the Declarant, no owner shall be exempted from any liability for any annual or special assessments for any

reason whatsoever, including without limitation, abandonment, nuisance, or waiver of the use or enjoyment of such owner's lot of any part of the common area.

Section 2.03. Annual and Special Assessments. The annual assessments levied by the Association shall be deposited in a fund (the "Common Expense Fund"), which shall be used to cover the common expenses of the Association. In addition to the annual assessments authorized by this Declaration, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements on the common area not covered by the annual assessments, including the necessary fixtures and personal property related thereto, or for any other matter which is the responsibility of the Association; provided, however, that any such assessments shall have the assent of two-thirds (2/3) of the votes of the Association membership; provided that during such time that Declarant shall own any portion of the Property, no special assessment shall be levied except upon the written approval of Declarant. Each owner's liability for both annual and special assessments shall be an amount based upon the ratio of the number of lots owned by such owner over the total number of lots in the Development. The Declarant however shall not be liable to the Association for any annual or special assessments for any lot or lots owned by Declarant but shall contribute to the Association an amount determined by Declarant to be a reasonable contribution to the Association for the purposes set forth herein. All assessments shall be paid to the Association, and the Board of Directors, or its agent, or the manager of the Development under the terms of a management contract entered into pursuant to Section 1.03 shall use such assessments to perform or cause to

be performed the duties and obligations of the Association and the Board of Directors and to pay expenses in connection with all items to be paid for out of the Common Expense Fund and all other expenses of the Association.

Section 2.04. Determination of Annual Assessments. The Board of Directors shall annually estimate and establish a budget for the ensuing calendar year for the total of all common expenses which shall be paid out of the Common Expense Fund, and shall, based on such budget, establish the amount of the annual assessment applicable to each lot and shall give written notice of such assessment to each owner not less than thirty (30) days nor more than sixty (60) days prior to the beginning of such calendar year. If during any calendar year the then current annual assessment proves to be inadequate to cover the common expenses of the Development, the Board of Directors shall determine and establish any additional assessment and the date on which it shall be due and shall give written notice of such increase to each owner at least thirty (30) days prior to the date on which such additional assessment is due. If, for any reason, an annual budget is not made and the annual assessment is not established as required hereby, a payment in the amount required by the last prior annual assessment shall be due upon the annual assessment due date until changed by a new annual assessment, upon which time any adjustment required regarding additional amounts due or amounts to be refunded shall be made. The assessment payable during the first calendar year of the existence of the Association shall be as determined by the Declarant.

Section 2.05. Effect of Nonpayment of Assessments; Remedies of the Association. All sums lawfully assessed by the Association against any owner of any lot (except Declarant), whether for annual or special assessments or otherwise, shall, from the time the same become due and

payable, constitute a lien in favor of the Association on such lot, prior and superior to all other liens whatsoever except (i) liens for ad valorem taxes, (ii) the lien of any mortgage recorded prior to the recording of this Declaration, and (iii) the lien of any first priority mortgage or secondary purchase money mortgage as provided in Section 2.06 hereof. The recording of this Declaration shall constitute record notice of the existence of such lien and no further recordation of any claim of lien or assessment shall be required. Such lien shall also include (i) a late or delinquency charge, not exceeding ten percent (10%) of the amount due, (ii) interest on the amount due, and any delinquency or late charge appertaining thereto, from the date same was first due and payable, at the rate of twelve percent (12%) per annum, and (iii) costs of collection, including court costs, expenses of sale, any expenses required for the protection and preservation of the lot and dwelling thereon and attorneys' fees in the amount of fifteen percent (15%) of the total of the foregoing amounts. Such lien provided for in this Section 2.05 shall be in favor of the Association, shall be for the benefit of all other owners and may be foreclosed by the Association as provided by law. The Association shall have the power to bid in the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Nothing in this Section 2.05 shall be construed to prohibit the Association from bringing an action at law for recovery of the sums for which this Section 2.05 creates a lien, for damages or for any other remedy available at law or in equity. Each owner, by execution of this Declaration or by acceptance of a deed or other conveyance to a lot, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any

appropriate proceeding at law or in equity.

Section 2.06. Subordination of Charges and Liens to Mortgages.

The lien and permanent charge hereby subordinated to the lien of any first priority mortgage or secondary purchase money mortgage placed on any lot is only such lien and charge as relates to assessments or other charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the (i) satisfaction, (ii) cancellation, or (iii) foreclosure of such mortgage, or sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage (hereinafter collectively "foreclosure"). Such subordination shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and other charges coming due at any time when he is the owner, and shall not relieve such property for the lien and permanent charge provided for herein (except to the extent such lien and permanent charge is extinguished by foreclosure), and no foreclosure shall relieve any existing or previous owner of such property of any personal obligation, or relieve such property or the then and subsequent owners from liability for any assessment or charge provided for hereunder coming due after such foreclosure.

Section 2.07. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments shall be established on a calendar year basis, and each calendar year, beginning January 1st and ending December 31st, shall constitute an assessment period. Unless otherwise provided by the Board of Directors, the amount of the annual assessment for each lot shall become due and payable yearly commencing on January 1st of each year,

beginning an assessment period, and shall be paid to the Association January 1, without further notice from the Association. Any lot owner, mortgagee of a lot, person having executed a contract for the purchase of a lot or lender considering the loan of funds to be secured by a lot shall be entitled upon request to the Board of Directors to a statement from the Board of Directors or its management agent setting forth the amount of assessments past due and unpaid, with late charges and interest applicable thereto, against such lot. Such request shall be in writing delivered to the registered office of the Association and shall state an address to which the statement is to be directed. Failure on the part of the Board of Directors to mail to such address as may be specified in the written request therefor or otherwise furnish such a statement within thirty (30) days from the receipt of such request shall cause the lien for assessments created by this Article, as to amounts due and payable at the expiration of such thirty (30) day period, with respect to the lot involved, to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request, but such failure shall not extinguish any personal obligation of any owner or prior owner to pay such assessments. The information specified in such statement shall be binding upon the Association and every owner.

16. NON-DISCRIMINATION: No owner or person authorized to act for an owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make available or deny the purchase or rental of any Lot any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration

to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

17. ANIMALS: No animals, including birds, insects, and reptiles may be kept on any lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any lot unless plans and specifications for said structure have been approved by the Architectural Control Committee.

18. SOLID WASTE:

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any lot or on common property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any lot or on common property.

(c) Except for building materials employed during the course of construction of any structure approved by the Architectural Control Committee, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot unless screened.

(d) If rubbish, garbage, or any form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed.

19. BASEMENTS, ZONING AND OTHER RESTRICTIONS:

Section 3.01. Basements.

(a) Declarant hereby expressly reserves to the Declarant, its

successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) No owner shall have any right to use any easement created by the Declarant in, on or over any portion of the property unless such easement has been assigned by the Declarant to the Association.

Section 3.02. Easement Area. The words "Easement Area" as used herein shall mean those areas on any lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 3.03. Entry. The Declarant and its employees, agents,

successors and assigns, shall have the right to all reasonable time to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each lot in good condition and repair following any work or activity undertaken in an Easement Area.

Section 3.04. Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

20. NO LIABILITY. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a lot, acknowledges that Declarant shall have no such liability.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, the day and year first above written.

THE SOUTHLAKE GROUP, L.L.C.

By: H. Wayne Clark  
H. Wayne Clark, Manager

Jacqueline M. Frankum  
Witness  
W. W. M.  
Notary Public

Notary Public, State of Georgia  
My Commission Expires Sept. 6, 1998



Georgia, Hall County, Clerk Superior Court  
Filed in office, this 13 day of April  
1995 at 3:00 PM. Recorded in Book 2364  
Page 173-174, this 14 day of April, 1995  
Dwight S. Wood  
DWIGHT S. WOOD, Clerk  
chg. WDG.