

STATE OF GEORGIA  
COUNTY OF CHATHAM

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR TOWNE LAKE SUBDIVISION, PHASE 2

This GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS made and published the 21<sup>st</sup> day of September, 2000 by PLDC, INC., a Georgia Corporation, and KONTER HOMES, INC., a Georgia Corporation, hereinafter referred to as "Declarant", having principle offices in Chatham County, Georgia.

WITNESSETH:

WHEREAS, said PLDC, INC., a Georgia Corporation, and KONTER HOMES, INC., a Georgia Corporation, are the owners of all those certain lots, tracts, or parcels of land situate, lying and being in Chatham County, Georgia and being known and designated as Lots 65 through 107, both inclusive, TOWNE LAKE SUBDIVISION, PHASE 2, recorded in Subdivision Map Book 20-S, Folio 13, of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in said subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant has caused to be created a non-profit Georgia corporation, The Towne Lake Homeowner's Association, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said Subdivision, said Declarant hereby sets up, establishes,

promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant until the 31<sup>st</sup> day of December 2017, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

PARAGRAPH 1  
DEFINITION OF TERMS USED HEREIN

- 1.1. DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to PLDC, INC., a Georgia Corporation, and KONTER HOMES, INC., a Georgia Corporation.
- 1.2 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.
- 1.3 LOT. The word "Lot" wherever used in this Declaration means and refers to Lots 65 through 107, both inclusive, as shown on the plat. The numbers following the word Lot refer to the particular lot or lots so numbered on the aforesaid plat.
- 1.4 SAID PLAT/SAID SUBDIVISION MAP. The words "Said Plat" or "Said Subdivision Map" wherever used in this Declaration meaning and referred to the Plat which is recorded in Subdivision Map Book 20-S, Folio 13, of the records in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

- 1.5 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to the Towne Lake Homeowner's Association, Inc., its successors and assigns.
- 1.6 SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.
- 1.7 SETBACK. The word "Setback" wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.
- 1.8 COMMON PROPERTIES. The words "Common Properties" wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements thereon, and any person, property or equipment with respect to which the Developer grants, assigns, or conveys to the Association, title, interest in, or rights to use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing.
- 1.9 OWNER. The word "Owner" wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot or dwelling house situated upon said property, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- 1.10 MEMBER. The word "Member" wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

- 1.11 STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, or row.
- 1.12 ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.
- 1.13 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a group of not more than three persons not all so related, maintaining a common household in a dwelling house.
- 1.14 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers to Towne Lake Subdivision.

PARAGRAPH II  
USES PROHIBITED AND PERMITTED

- 2.1 Said property shall not be used, nor shall any portion thereof be used, for any purposes other than single family residence purposes.
- 2.2 No building, other than a detached single family dwelling house and an accessory outbuilding, that is approved by the Architectural Committee, shall be erected, constructed, or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling house and an accessory outbuilding. A detached private garage for the use of the owners or occupants of the Lot may be erected subject to approval by the Architectural Committee. Accessory Outbuildings and detached garages may not be built or constructed any earlier than the dwelling house on said lot is erected.

- 2.3 It is the intention and purpose of these covenants to ensure that all dwellings, outbuildings, garages and enclosures shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area. All dwellings, garages, and outbuildings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Committee.
- 2.4 When the construction of any building or any Lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration.
- 2.5 The location of each dwelling and other structures on a Lot shall be subject to approval in writing by the Architectural Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction sits within the bounds of setback lines shown on the Subdivision Map or as set forth herein.
- 2.6 No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such dwelling house as is permitted hereby and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such construction.
- 2.7 No business of any kind whatsoever shall be erected, maintained, operated, carried on,

permitted, or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten or nursery school, sanitarium, beauty shop, barber shop, asylum or institution, and no noxious, dangerous, or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. This prohibition also includes single person businesses which are normally permitted under Chatham County zoning laws in areas zoned for exclusive single family residential purposes.

- 2.8 Except as otherwise set forth herein, no animals, birds or fowl, including but not limited to, hogs, cattle, roosters, guinea hens, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose.
- 2.9 Except as otherwise set forth herein, domesticated animals may be kept on any part of said property in reasonable numbers as pets for the pleasure of the occupants of said property. Such domesticated animals may not be used for any commercial use or purposes, nor shall they create any nuisance. The prevailing Chatham County Leash Ordinance shall apply to such domesticated animals provided, however, the following animals shall not be kept or maintained on part of said property for any purposes: cattle, roosters, cows, goats, and sheep.
- 2.10 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

- 2.11 The following vehicles may be kept or stored on any Lot without restriction: cars, pickup trucks, jeeps, and vans.
- 2.12 Boat trailers, utility trailers, campers, recreational vehicles and motorcycles must be stored in a storage facility which screens the vehicles from view from the street in front of the subject Lot or be situated behind the dwelling house where the vehicles cannot be seen from the street in front of the subject Lot.
- 2.13 Except for shallow wells installed for landscape irrigation, no well shall be constructed or maintained on any Lot whenever water connections and facilities are available to the Lot and such system is in accordance with the requirements, standards, and regulations of Chatham County, Georgia and/or the State Health Department of Georgia.
- 2.14 No septic sewage disposal system shall be constructed or maintained on any Lot whenever sewer connections and facilities are available to the Lot and such system is in accordance with the requirements, standards and regulations of Chatham County, Georgia and/or the State Health Department of Georgia.
- 2.15 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.
- 2.16 No fences shall be permitted on said property except as hereinafter provided and only upon the approval of the Architectural Committee hereinafter provided.
- 2.17 Trash, garbage, or other waste shall be kept in sanitary containers and all incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 2.18 All dwelling houses shall not exceed two (2) stories in height.

PARAGRAPH III  
ARCHITECTURAL COMMITTEE

- 3.1 Declarant's objectives are to carry out the general purposes expressed in this Declaration; to prohibit any improvement or change in the properties which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the property will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality.
- 3.2 To achieve Declarant's objectives, the Board of Directors of the Association shall create an Architectural Committee which will be given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such Committee. Notwithstanding such fact, until such Committee has been created and is functioning, and whenever such Committee is not functioning, the Declarant reserves the right to perform all of the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the Architectural Committee.
- 3.3 Prior written approval shall be obtained from the Architectural Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in



relation to surrounding structures and topography by the Architectural Committee. The term "structure" as used within this paragraph shall be deemed to include by definition satellite receiving dishes.

- 3.4 Whenever approval is required of the Architectural Committee, or Declarant, appropriate plans and specifications shall be submitted to the Committee or Declarant. Such Committee, or the Declarant, shall either approve or disapprove construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it, except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved within thirty (30) days after submission, approval will not be required and this article will be deemed to have been fully complied with unless a suit to enjoin the proposed construction or changes has been commenced prior to the commencement of construction. At the discretion of the Committee, or the Declarant, a filing fee not exceeding \$100.00 shall accompany the submission of such plans to defray expenses. No additional fee shall be required of resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee, or the Declarant.
- 3.5 The approval of the Architectural Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other Lots in said subdivision.
- 3.6 Upon its initial formation, the Architectural Committee shall consist of the following members:
  - (a) Jerome S. Konter;
  - (b) Wilson Roberts.Said

committee members, or their replacements as selected by the Declarant, shall continue to serve until such time as the Declarant files a notice that it is relinquishing its right to designate the members of the committee by filing such notification in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or September 18, 2002, whichever comes first. At such time, Declarant shall cease to select the members of the Architectural Committee and such responsibility shall be assumed by the Association. The Association shall then appoint replacement members who shall serve through the end of that calendar year. In January of the next year, the Owner's Association shall select a registered architect and a landscape architect to be members of the Architectural Committee. Such architects shall serve at the pleasure of the Association but may be terminated upon ninety(90) days written notice. The Association shall at the same time select three (3) representatives to be members of the Architectural Committee. The Architectural Committee shall then consist of five (5) members. The term of any Association representative shall normally be two (2) years with no restriction on the number of years a representative may serve. At the first January where the Association selects members of the Association, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two year period.

- 3.7 After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of Clerk of the Superior Court of Chatham County, Georgia or legal proceedings shall have instituted to enforce such compliance.
- 3.8 Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the

jurisdiction of the Architectural Committee under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

- 3.9 No member of the Committee, or its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

PARAGRAPH IV  
AREA IMPROVEMENTS

- 4.1 No dwelling house shall be erected on said property having a liveable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,500 square feet. In the case of a dwelling house having more than one story, no dwelling house shall be erected having a liveable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 750 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Each lot will be subject to a thirty foot building setback line, a twenty-five foot rear setback line, and a seven and one-half foot side setback line.

PARAGRAPH V  
ASSOCIATION AND COMMON PROPERTY

- 5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form the Towne Lake Homeowner's Association, Inc. to administer the common property and carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the corporation. Each owner of a lot in the Subdivision shall be a member of the Association. During the period in which the Declarant names the directors of the Board of Directors of the Association, the members shall not participate

in, nor have a vote of the operation of the Association. At such time the Declarant files its notice in the Office of the Clerk of the Superior Court of Chatham County, Georgia that it is relinquishing its right to name the directors of the Board of Directors of the Association, or September 30, 2003, whichever comes first, each Lot shall then constitute one (1) vote on all Association matters without regard to the number of individuals and/or entities who hold an undivided percentage interest in any Lot.

5.2 Upon its initial formation, the Declarant selected two members of the Board of Directors of the Association. Said Directors, or their replacements as selected by the Declarant, shall continue in office until such time that the Declarant files a notice that Declarant is relinquishing its right to name the members of the Board of Directors by filing such notification in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or September 30, 2003, whichever comes first. At such time, the responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws.

5.3 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common property legal title to the following common areas:

- (a) masonry fence constructed within a fence/sign easement on common area of said subdivision;
- (b) landscaping
- (c) irrigation and lighting
- (d) entry signage
- (e) all medians with landscaping and irrigation located within each median
- (f) all real property that will contain amenity locations designated as common area as shown on said plat.

- 5.4 Every member shall have the right and easement of enjoyment in and to the common properties in common with other owners and such easements shall be appurtenant to and shall pass with the title to every Lot.
- 5.5 The Association, for itself, its successors and assigns, hereby covenants with the Declarant as follows:
- (a) The Association will accept conveyance of the common properties which the Declarant is obligated to or may convey to the Association.
  - (b) The Association will preserve and maintain for the common benefit of its members all the common properties which it hereafter shall own.
  - (c) The Association shall be responsible for all painting to common property, common property maintenance, repairs to common property, replacement of all electrical and common equipment, and in each and every way maintain the common property for the full use and enjoyment of the members.
- 5.6 The Association has the right to take such steps as are reasonably necessary to protect the common properties against damage.
- 5.7 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- 5.8 The Association has the right to dedicate or transfer or mortgage all or part of the common properties to any public agency, authority, or utility, subject to such conditions as may be agreed to by the members, provided that no dedication or transfer shall be effective unless

approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least ninety days in advance of the vote.

PARAGRAPH VI  
COMMON PROPERTIES MAINTENANCE CHARGES

- 6.1 Each Lot within Towne Lake Subdivision shall be subject to a maintenance charge or assessment at the rate of \$25.00 monthly payable quarterly. Any change in the assessment is subject to the approval of the Board of Directors of the Towne Lake Homeowner's Association, Inc.; provided, however, that the Board of Directors can increase the assessment a maximum of 5% in any calendar year. Any change in the assessment that is approved by the Board of Directors in excess of 5% must be approved by 70% of the Lot owners within the subdivision, with each Lot having one vote without regard to the number of fee simple title holders. The assessment accrues at the time an owner receives title to a Lot from the Declarant and, at closing, the owner shall be charged for a pro rata share of the assessment for that quarter. The quarterly due dates for payment of the assessment shall be January 1, April 1, July 1, and October 1 of each year.
- 6.2 While Jerome S. Konter and Harriet K. Konter, or their replacements as selected by the Declarant, serve as the Board of Directors of the Association, lots owned by the Declarant will not be subject to a maintenance charge or assessment. During such time, the Declarant will subsidize the operation of the Association. Declarant will establish a budget, which has as a line item a replacement reserve account for the fixed assets of the Association. Until such time as Declarant relinquishes its right to name the members of the Board of Directors of the Association, Declarant will fund any deficiency of operation of the Association. Declarant will also be obligated at

the time of the relinquishment to have a replacement reserve account that is funded as budgeted. When the Declarant relinquishes selection of the members of the Board of Directors of the Association under Paragraph 5.2 herein, the operating account of the Association will have a zero balance. Upon proper funding of the replacement reserve account, Declarant will be relieved of any further monetary obligation to the operation of the Association. Any Lots owned by Declarant shall then be subject to a maintenance charge or assessment in the same manner as all other Lots.

- 6.3 All sums as above set forth are payable to the Towne Lake Homeowner's Association, Inc. and the amount so paid shall be administered by the Board of Directors of said Association and may be used for the payment of maintenance expenses as previously set forth herein.
- 6.4 All such assessments, together with interest at the rate of 10% and cost of collection thereof, as hereafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment falls due. Acceptance of a deed to a Lot within the Subdivision shall be construed to be a covenant to pay all assessments levied by the Association. The Association shall have the right to take and prosecute all actions or suits, legal or otherwise, which it may in its sole opinion be necessary for the collection of such charges.
- 6.5 The lien hereby reserved, however, shall be at all times subordinate to the lien of the lender of any sums secured by a properly recorded security deed or deed to secure debt on the land records of Chatham County, Georgia. Provided further, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a

security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure and nothing herein shall be construed to affect the rights given to the Association to enforce the collection of such assessments accruing after either a foreclosure sale has occurred or a deed in lieu of foreclosure has been executed.

- 6.6 All common properties owned by the Association shall be exempt from assessment.

PARAGRAPH VII  
STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND  
SIDEWALKS

- 7.1 No title in land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.
- 7.2 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.
- 7.3 Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.
- 7.4 No dwelling house or other structure of any kind shall be built, erected, or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said location for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.



- 7.5 No signs, or other advertising device of any character shall be erected, posted, pasted, displayed, or permitted upon or about any part of said property except a sign of not more than five (5) square feet in area, advertising the property for sale or rent, and signs used by builders to advertise the property during the construction and sales period; provided however that any such builders' signs shall be subject to approval by the Architectural Committee.

PARAGRAPH VIII  
LANDSCAPE PLAN

- 8.1 Lots are subject to the requirement that a landscape plan be submitted to the Architecture Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of not less than twenty-five shrubs and one tree.

PARAGRAPH IX  
PARKING

- 9.1 Each owner must provide as part of its submission of plans to the Architectural Committee sufficient off street parking to service vehicles titled in the owner and his/her immediate family. Temporary parking in the street right of way for guests of the owner is allowed but shall be subject to enforcement by the Association of all Chatham County rules and ordinances regarding the blocking of streets rights of way, as well as abandoned vehicles. Therefore, any vehicle that remains in the street right of way for a period of time deemed excessive in the sole discretion of the Association shall be subject to removal. The Association will provide notification to the owner of the lot of the pending removal of the vehicle at least forty-eight hours prior to such removal in order to allow the vehicle to be voluntarily relocated off of the street right of way.

PARAGRAPH X  
SCOPE, DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS,  
SERVITUDES AND EASEMENTS

- 10.1 All of the covenants, restrictions, reservations and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easement. Said covenants, restrictions, servitudes and easements shall run with the land and continue to be in full force and effect as herein provided. Said covenants, restrictions, reservations, servitudes and easements as are in force on the 31<sup>st</sup> day of December 2016 shall be renewed automatically and without further notice from that time for a period in accordance with O.C.G.A. paragraph 44-5-60(d)(1) and (2).
- 10.2 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee, the Association, or by the owner of any Lot in said property.

PARAGRAPH XI  
SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS,  
SERVITUDES AND EASEMENTS

- 11.1 All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded security deed or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such

security deed or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such security deed or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

PARAGRAPH XII  
VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS,  
SERVITUDES AND EASEMENTS

- 12.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Committee or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.
- 12.2 Where an action, suit, or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XIII  
RIGHT TO ENFORCE

- 13.1 The provisions contained in this Declaration shall bind the Architectural Committee and the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Committee, the Association, or the owner or owners of any Lot in said Subdivision, their legal representatives, heirs, successors, or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

PARAGRAPH XIV  
ASSIGNMENT OF POWERS

- 14.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual and upon such corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance, or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance, or assignment.
- 14.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plats and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be

relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

PARAGRAPH XV  
MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

- 15.1 The marginal The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit, or describe the scope of intent of that particular section or paragraph to which they refer.

PARAGRAPH XVI  
THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

- 16.1 In the event any clause, term, provision, or part of this Declaration should be adjudicated by final judgement of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision, or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XVII  
AMENDMENTS

- 17.1. Until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association, Declarant may amend these covenants to make technical corrections in response to requirements by local, state and federal regulatory authorities. Any substantive changes must be made with the affirmative vote of each lot in the subdivision. It is understood that a lot with more than one owner shall only have one vote.

17.2 When Declarant relinquishes selection of the members of the Board of Directors of the Association, thereafter any amendment of these covenants must receive the affirmative vote of each lot in the subdivision. It is understood that a lot with more than one owner shall only have one vote.

PARAGRAPH XVIII  
ANNEXATION AND DEDICATION

18.1 Annexation of additional properties and dedication of common area requires HUD/VA approval as long as Declarant possesses the right to name the directors of the Board of Directors of the Association.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

PLDC, INC.

By: (signed)  
Jerome S. Konter  
Title: President

Attest: (signed)  
Marcy W. Konter  
Title: Assistant Secretary

Signed, sealed and delivered  
In the presence of

(signed)  
Linda K. Head (witness)

Notary seal affixed

KONTER HOMES, INC.

By: (signed)  
Jerome S. Konter  
Title: President  
Attest: (signed)  
Marcy W. Konter  
Title: Assistant Secretary

Signed, sealed and delivered  
In the presence of

(signed)  
Linda K. Head (witness)

Notary seal affixed