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Lake Haven Estates, LLC
P. O. Box 1437
Loganville, Georgia 30052

Clerk: Please cross-reference to
Deed Book 2035, Page 184
Walton County, GA records

RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SANDY CREEK COVE SUBDIVISION

Deed Doc: COVE
Recorded 11/12/2004 01:14PM

KATHY K. TROST
CLERK SUPERIOR COURT, WALTON COUNTY
Bk 02083 Pg 0362-0387

RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SANDY CREEK COVE SUBDIVISION

THIS RESTATED DECLARATION is made on the date hereinafter set forth by **LAKE HAVEN ESTATES, LLC**, a Georgia limited liability company,(hereinafter referred to as "Declarant", "Declarants" or "Developer").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property lying and being in Land Lot 251 of the 4th District of Walton County, Georgia, being more particularly described as that parcel known as 59.80 acres (inclusive of rights-of-way) and to be developed as Sandy Creek Cove Subdivision and being recorded in Plat Book 94, Page 137, Walton County Records, (hereinafter the "Plat") which Plat is incorporated herein and made a part hereof by reference; said tract is further described in the legal description attached hereto as Exhibit "A".

WHEREAS, as a part of the Plan to provide for the preservation and enhancement of the property values of Sandy Creek Cove Subdivision and the improvements thereon, the property more particularly described on Exhibit "A" was subjected to certain covenants, conditions, terms and restrictions of that certain Declaration of Covenants, Conditions and Restrictions for Sandy Creek Cove Subdivision recorded in Deed Book 2035, page 184, Walton County, Georgia Records, (the "Prior Declaration"); and

WHEREAS, Declarant intends to develop on lands, including the real property described above, a development to be known as Sandy Creek Cove Subdivision (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

1.01 Additional Property. "Additional Property" means any additional property, which may be added to the Property and made subject to this Declaration pursuant to Article X hereof.

1.02 Association. "Association" means Sandy Creek Cove Homeowners Association, Inc., a non-profit corporation organized under the Georgia Nonprofit Corporation Code, its successors and assigns.

1.03 Board. "Board" means the Board of Directors of the Association.

1.04 Bylaws. "Bylaws" mean the Bylaws of the Association.

1.05 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.06 Declarant, Declarants or Developer. "Declarant, Declarants or Developer" means (i) Lake Haven Estates, LLC, its successors and assigns, or (ii) any successor in title to all or some portion of the Property or the Additional Property, provided such successor in title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant maybe transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance. Declarant may also transfer some or all of the rights and obligations reserved herein unto the Association.

1.07 Lot. "Lot" means any numbered parcel of land together with improvements thereon shown upon the plat of survey for Sandy Creek Cove Subdivision to be recorded in the Clerk's office of the Superior Court of Walton County, Georgia Records, (said plat of survey being recorded in Plat Book 94, Page 137 , aforesaid records) or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a lot except as provided for in Section 2.04, and Lot 23 shall be exempt from certain provisions contained herein.

1.08 Member. "Member" means any member of the Association.

1.09 Owner. "Owner" means the record owner (including Declarant) whether one or more

persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.10 Property. "Property" means that certain real property (other than Common Property) herein above described together with such additional real property as the Declarants may acquire and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article X hereof.

1.11Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.12 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.12 applies to such change.

ARTICLE II

COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarants may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Properly") and, to the extent set forth in this Declaration of Covenants, Conditions and Restrictions, the general public. The Association hereby covenants and agrees to accept from the Declarants all such conveyances of Common Property.

(b) It is contemplated by the Declarants that the Declarants may convey to the Association Common Property for scenic and natural area preservation and for general recreational use. The Declarants may, at Declarants' sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the

Association.

(c) In addition to the property described in subsection (b) of Section 2.01, the Declarant may convey to the Association such other real and personal property as the Declarants may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarants and designated as Common Property or designated for public use shall be reserved to the Declarants until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(c) and 3.06.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(c) suspend, pursuant to Section 3.06, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(d) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as maybe agreed upon the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of the Restrictions.

(h) to sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of members.

2.04 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarants to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes.

(a) It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences and other structures intended to provide an attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declaration and set forth on plats of survey of the Development recorded in the County Records. Such easements shall be perpetual in duration and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees; to tend and garden same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Development. Said easement areas shall be designated as such and all Owners taking title to any Lot upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as maybe set forth in the deed conveying such easement to the Association. Such easements shall be common property.

(b) Encroachment Easements. If any buildings or other improvements initially constructed on any of the Lots, including without limitation, any eaves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof of such buildings, and which may encroach onto or over or extend into the air space of any portion of the Common Property, or conversely, if any such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment and for the maintenance, repair and replacement thereof, shall exist so long as the encroachment exists.

2.05 Delegation of Use. Any Owner may delegate his right to use and enjoy the Common Property to the members of his family, his social invitees or his tenants who reside on a Lot. Tenants who reside on a Lot shall have the same rights of delegation as an Owner. Any delegation of rights must be made in accordance with the Bylaws and will be subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

2.06 Limitations on Pond and Dam; Maintenance; Assessments.

a. The pond and dam depicted on the plat of the Subdivision, first-above referenced, shall not be Common Property, but are hereby imposed with an easement for maintenance in equal shares by the owners of same being Lots 19 through 25 inclusive (hereinafter the "Pond Owners"). The Pond Owners, their guests, tenants and invitees shall have full use of the entire pond, but not the shoreline of the other property owners. Included in this easement is the mandatory membership by the Pond Owners in the Pond Owners Committee (POC) as a sub-committee of the Board of Directors of the Association. Except as may be governed by provisions set forth herein, the POC shall operate as a separate body from the Association, but obtaining its authority to regulate the use and maintenance of the pond and dam, including assessments on the lots owned by the Pond Owners and reasonable access for maintenance across the lands of the pond Owners, from this Declaration. Each Pond Owner shall be jointly and severally responsible for repair, maintenance and upkeep of the dam and pond, and shall hold all other parties harmless for such responsibility. The POC's easement for use and maintenance regulations shall provide for its authority to establish rules for same and the ability to amend same from time to time upon the majority vote of the POC. Each Pond Owner, by acceptance of title to their lot, hereby consents to this easement and the governing control of the POC in addition to the following rules:

1. Only the Pond Owners, their tenants, immediate families or guests of the Owners shall be allowed to use the pond
2. There shall be no pumping of water from the lake except by express permission from the POC.
3. No gasoline powered engines shall be allowed on the pond.
4. No docks or any other structure shall be constructed inside the approximate one hundred fifty (150') foot water impoundment setback, except as specifically approved by Declarant in writing. The Declarant shall establish an approved dock structure measuring 12' x 14' constructed of a low maintenance, moisture impervious material with such other design and construction specifications as determined in it sole discretion. Any existing dock shall be exempt from the size requirements herein.
5. The POC reserves the right to adjust the water level in the pond at any time as needed for repair, maintenance or construction.

b. For so long as the Declarant owns any lot in the Pond Owners' area, i.e., Lots 19 through 25 inclusive, Declarant shall retain complete authority for the covenants, rules and regulations concerning the Pond and Dam and any changes proposed by the POC must be approved by Declarant.

c. Subject to the express written approval of the Declarant, the owner of Lot 19 may construct an additional pond on said lot. Said owner shall be responsible for all permits and approvals from any state or local governing authority in constructing and maintaining same.

2.07 Approved Builders for Lake Lots. Construction of a dwelling unit within the Pond Owners Area shall be by the Declarant, its affiliates or by a builder on Declarant's approved list.

ARTICLE III

THE HOMEOWNERS' ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purpose, the Association shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Conditions and Restrictions.

3.03 Voting rights. Subject to the following provisions of this Section 3.03, the Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. Every person who is an Owner, with the exception of the Declarant except as otherwise set forth herein, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the member's sale of his Lot.

No termination of Class A membership shall affect such members' obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and during its existence the Class B members shall be entitled to vote on all matters and in all events. The Class B members shall be entitled to three (3) votes for each Lot owned. The Class B memberships shall cease and shall be converted to Class A membership at such time as the first of the following events occur:(1) the expiration of five (5) years from the date of recording of this Declaration; (2) the date three-fourths (3/4) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed by either Declarant or by a builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner

or Owners for residential occupancy; or (3) the surrender by the Declarants of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Declarants; provided, however, that so long as any Mortgagee of Declarants holds a security interest in any portion of the Property as security for a Development Loan to Declarants, the Class B membership shall not terminate without the prior written consent of such Mortgagee. If at the time of termination of the Class B membership Declarants still owns any Lots, then as to each such Lot, Declarants shall be deemed to be Class A members.

3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the Bylaws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or this Declaration, the Association's Bylaws or Articles of Incorporation, the powers inherent in or expressly granted to the Association maybe exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the Bylaws of the Association. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, officers of the Association shall be appointed by the Board until such times as Declarants no longer have the right to appoint members to the Board.

(c) Casting of Votes. The votes of the members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the Bylaws of the Association, as amended from time to time, or by law.

3.05 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in this Declaration and the Bylaws of the Association.

3.06 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the right of abatement, as defined in Section 8.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received notice of same pursuant to the provisions of Section 5.11 or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.06, the suspension may be for a period of time not to exceed 60 days after the cure or termination of such violation. No suspension shall prevent an Owner's ingress to or egress from his Lot.

3.07 Voting Procedure. The procedure for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the Bylaws of the Association, as each shall from time to time be in force and effect.

3.08 Control by Declarant and Appointment of the Board. Until such time as Declarant no longer has the right to appoint members to the Board, the Board of the Association shall consist of two (2) members. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the Bylaws of the Association, the Declarant hereby retains the right to appoint two (2) members to the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointees until such time as the first of the following events shall occur: (1) the expiration of five (5) years from the date of recording of this Declaration; (2) the date upon which three-fourths (3/4) of the Lots which maybe developed on the Property and on the Additional Property shall have been conveyed by either Declarants or by a builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Declarant. Upon the expiration of the Declarant's right to appoint and remove directors of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace directors of the Association, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in their possession. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and replace directors and officers of the Association as provided in the Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or bylaw and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.09 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.

ARTICLE IV

ASSESSMENTS AND MAINTENANCE CHARGES

4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. The Declarants, to the extent that Declarants are Owners, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained hereby shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) to pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided in Section 4.07 hereof and costs of collection including reasonable attorneys' fees;

(d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or the instrument, except (I) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures;

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed;

(f) that all annual and special assessments (together with interest thereon as provided in Section 4.07 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the

new community of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the Declarant, the payment of operating costs and expenses of the Association, the payment of taxes on any Common Property, and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Annual Assessment of Maintenance Charge.

(a) Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund". The amount of the annual assessment shall be set forth in an annual budget to be prepared by the Board of Directors covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fifteen (15) days before the proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership. Unless requested by the Members in accordance with the provisions for calling a special meeting by the Members, as set forth in the Bylaws, the budget and assessment may take effect without a meeting of the Members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessment in effect for the then current year shall continue; and the Board may propose a new budget at any time during the year by causing to be delivered to the Members such proposed budget and assessment at least fifteen (15) days prior to the proposed effective date. Annual assessments or maintenance charges will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments.

(b) The annual maintenance charge and assessment will commence as to each Lot on the earliest to occur of the following events: (i) upon the occupancy of a permanent dwelling located on the Lot by a resident; or (ii) upon the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy.

(c) Neither the Declarant nor any builder who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall be subject to the annual maintenance charge and assessment. Notwithstanding the preceding, the annual maintenance charge and assessment will

commence as to each Lot owned by Declarant or a builder upon the occupancy of a permanent dwelling located thereon as a residence. For the calendar year in which the sale is closed, the maintenance charge shall be prorated as of the date of closing. If Declarant is required by law to pay assessments on unoccupied Lots, any builders, who have purchased a Lot from Declarants for the purpose of erecting a dwelling thereon shall likewise be required to pay assessments with respect to any such Lots owned by them. Assessments due for each Lot owned by a builder shall equal the assessments due for each Lot owned by Declarant, unless that amount would exceed the assessments due from regular residential Owners. In no event shall Declarant or any builder be required to pay any portion or portions of assessments which are due and payable prior to the date upon which the Declarant is required to pay assessments. In addition and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Declarant, who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

4.05 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association may levy:

(a) in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment, the cost of nonrecurring maintenance or services deemed necessary or desirable by the Board; and

4.06 Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized under Sections 4.04 or 4.05 shall be sent to all Members, or delivered to their residence, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.07 Effect of Nonpayment of Assessments. If any assessment or installment is not paid within fifteen (15) days after the Due Date there may be imposed a late or delinquency charge in the amount of the greater of Five Dollars ($5.00) or ten percent (10.0%) of the amount of each assessment or installment, and any late charge connected therewith, which is not paid within thirty (30) days after the Due Date of the assessment, shall bear interest (from the Due Date with respect to the assessment or installment, and the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board of the Association, or if no rate has been established by said Board, at the rate of twelve percent (12%) per annum; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. If any one or more installments of any assessment is not paid within thirty (30) days after the Due Date, the Board may declare any remaining balance of the assessment at once due and payable, In the event that an Owner shall fail to pay fully any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs, the expenses of sale, any required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration. In addition to the above, if any Owner has not paid any assessment or installment, or any late charges or expenses related thereof, within sixty (60) days after the Due Date of the assessment or installment, the Association shall have the right to notify any or all mortgagees having a security interest in such Owner's Lot or Lots that such Owner is in default in the performance of his obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

4.08 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.

6.02 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose provided that Declarants may operate a sales office and/or model home on a Lot or Lots designated by Declarant.

6.03 Resubdivision of Property. No Lot maybe split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Declarant of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any contiguous Lot from combining two or more Lots into one Lot for constriction of a single residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and provided further, that the Owner of the residence on such Lot shall be responsible for annual and special assessments based on the number of Lots combined into one Lot.

6.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval by the Declarant of plans and specifications for the prevention and control of such erosion or siltation. The Declarant may, as a condition of the approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscaping.

6.05 Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs. Declarant may erect entry signs and sales and information signs.

6.06 Vehicles. The term "vehicles" as used herein shall include, by way of illustration and not limitation, motorcycles, minibikes, scooters, go-carts, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets within the Development is prohibited. Lot Owners' visitors may temporarily park on the street, but no overnight parking for such is permitted herewith. No inoperable, junk or abandoned cars shall be allowed on the property.

6.07 Recreational Vehicles, Trailers and Swimming Pools. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days in any thirty (30) day period. Boats, boat trailers, motor homes, recreational vehicles and campers may be permitted, but only if stored inside the garage and are fully concealed from view.

No above-ground pools are permitted. The location of in-ground pools must be approved by the Declarant. Trampolines shall not be visible from the street. Any trash, firewood, wood scraps, building materials or other materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to the Declarant or any builder in the process of constructing an approved structure on any Lot for a brief, reasonable time during construction.

6.08 Occupancy of Houses; groundcover. All houses constructed on Lots in the Development must be finished before they can be occupied. The entire yard must be planted with grass or other suitable ground cover, and the driveway must be paved with concrete. The front yard must be sodded with Bermuda, Zoysia, Centipede or Fescue.

6.09 No Exposed Concrete/Concrete Blocks. There shall be no exposed concrete or concrete blocks an any foundation or other walls of buildings which are visible from any road right-of-way. Such surfaces shall be veneered with brick, natural stone or stucco where they are above finished grade.

6.10 Material of Front and Sides of Dwelling; Roof.

(a) Every side of all dwellings shall be veneered with brick, natural stone, stucco or concrete fiber siding with any other proposed exterior to be approved by Declarant; vinyl soffits are permitted . Accents may be constructed of brick, natural stone, stucco or cedar shakes, but not vinyl.

(b) Rear facing sides of homes may be covered in vinyl if pre-approved by Declarant and not visible from other lots within the Property.

(c) Roof materials shall be architectural style shingles, metal roofs with standing seams only or such other materials as may be approved by the Declarant.

(d) All roofs shall have a minimum pitch of 8:12.

6.11 Square Footage Requirements. All homes must have a minimum of 2,400 "heated" square feet exclusive of any space in garage, porches and finished basements.

6.12 Garages; Driveways. All garages are to be enclosed with roll-up type doors. All attached garages must be no less than two-(2) car in size, but unattached garages may be as small as one-(1) car in size, but no smaller than twelve (12') feet by twenty (20') feet. Unattached garages are permissible as long as such garage is constructed in the same architectural style, with the same colors and exterior treatments (brick, natural stone, stucco or concrete fiber siding) as the dwelling on the Lot. An unattached garage which meets the above specifications may face the front of the Lot. All garage doors must be kept closed unless in use. Driveways must be constructed of concrete.

6.13 Animals and Pets. No animals, livestock or poultry of any kind maybe raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs, which are household pets, shall at all times, when outside, be on a leash or within an allowable fence. No wild or game animal may be kept as a pet regardless of whether any permit has been obtained by

the owner of such pet from the State of Georgia or other governmental authority which requires permits for the keeping of such animals unless express written authority is obtained from the Association.

6.14 Fences and Outbuildings. No fence, wall or outbuilding of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Declarant of plans and specifications for such fences and walls. All wooden privacy fences shall be of a similar design and style as established by the Declarant. Corner lots shall have no fencing installed outside of either front building set back lines and no fencing shall be permitted between the main dwelling and the public right-of-way. No fence shall be closer to any street than fifteen (15') feet from the front corner of any building. All fences facing the public right-of-way shall consist of some type of decorative wood or wrought iron, and the remaining portions of the fence shall be of black vinyl-coated chain link unless otherwise approved by the Declarant. All fences must be at least four (4') feet in height.

No shed, tool storage area, workshop or outbuilding for storage of yard implements shall be placed upon the property except for on Lot 19, which must be concealed by hedges, lattice work or screening (which screening may be the dwelling itself). Any such shed, tool storage area, workshop or outbuilding as may be permitted on Lot 19 shall be constructed in the same architectural style using similar colors as the main dwelling on the Lot and shall be expressly approved by the Declarant prior to any construction thereof.

6.15 Antennae. No exterior television or radio antenna, satellite dish or receiver shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, if such antennae are visible from any public or private street providing access to or located within the Development. Notwithstanding the above, no satellite dish larger that 30" shall be placed, allowed, or maintained upon any portion of the Development, including any Lot. Each Owner and occupant of a Lot acknowledges that this provision benefits all Owners and occupants of Lots and each Owner and occupant of a Lot agrees to comply with this provision despite the fact that the erection of any outdoor antennae or similar device would be the most cost effective way to transmit or receive the signals sought to be transmitted or received.

6.16 Tree Removal. No trees shall be removed except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or safety reasons; and (c) trees within Fifty (50') feet of the proposed residence, driveway, walkways and septic field, whose removal is necessary for the construction of same, unless otherwise approved by Declarant.

6.17 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, play equipment, trampolines, etc., swimming pool pumps, filters and related equipment and other items shall be located or screened so as to be concealed from view of neighboring streets and property. No aboveground swimming pools will be allowed and trampolines shall not be visible from the st[illegible]eet. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to Declarant or any builder in the process of constructing an approved structure on any Lot.

6.18 Firearms. The discharge of firearms in the Development is prohibited. The term "firearms" includes "B-B" guns, pellet guns and guns of all types.

6.19 Mailboxes. All mailboxes and stands shall be constructed of wrought iron and of similar style and approved by Declarant. All mailbox and stands shall be maintained in a good state of repair. No free-standing paper boxes shall be allowed.

6.20 Monuments, Statues, Birdbaths, Etc. Monuments, statues, birdbaths or decorative structures shall not be erected or placed in the front of any dwelling without the written approval of the Declarant and if permitted, shall be no more than two (2) in number. No freestanding flagpoles shall permitted on any portion of a lot. No permanent seasonal items, i.e. religious or national holiday or celebration lights, shall be allowed to remain permanently affixed to structures or property. All seasonal items must be removed in a reasonable amount of time after passage of the relevant holiday or recognized celebration.

6.21 Sidewalks. It shall be the responsibility of each Owner/Builder of a dwelling on a Lot to construct across the front of each Lot a sidewalk matching the type, set-back, width, slope, terrain, etc. of the sidewalk on the adjoining property. Owner/Builder of corner lots shall construct sidewalks with the above-listed requirements across both the front and side of Lot. Once the sidewalks have been constructed, the maintenance of same shall be the responsibility of the Lot Owner.

6.22 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be used except those devises used exclusively for security purposes or required by law.

6.23 Liability for Damage. Damage rendered to the public right-of-way by subcontractors or suppliers who presence is directly due to the construction site of a builder or owner shall become the liability of the owner of the lot. Such damage may be in the form of broken curbing or storm drain facilities, concrete spills on the roadway, cracked asphalt, and/or damage to landscaping along the right-of-way, as well as other types of damage.

6.24 Clothes Lines and Air Conditioners. No outside clothes lines will be permitted. Window mounted air conditioners will not be permitted in view of the public right-of-way.

6.25 Front Entranceway/Easement. Declarant hereby agrees to maintain the shrubbery, plants, trees, grass, flowers, structures, signs, etc., making up the entranceway to the subdivision until at least75% of the Lots in the property, and any additional property, have been purchased by an individual Owner or Owners from the Declarant or a builder for the purpose of erecting a dwelling thereon for residential occupancy and may so continue to be maintained until 100% of the Lots have been so purchased. Declarant reserves for itself and its successors and assigns, the right to enter on

those lots in order to maintain the landscaping. Such Lot owner shall be prohibited from removing or changing such landscaping or interfering with its maintenance.

6.26 Subdivision Maintenance by Declarant. Declarant will maintain the subdivision right-of-way until 75% of the Lots in the property, and any additional property, has been purchased by an individual Owner or Owners from the Declarant or a builder for the purpose of erecting a dwelling thereon for residential occupancy.

6.27 Exterior Colors. Declarant reserves the right to disallow garish colors or shades of colors that Declarant deems to be generally offensive or not compatible with the rest of the subdivision.

6.28 Lien Rights. Declarant shall have the right to expend such sums as are necessary to bring a lot within compliance with the terms and conditions of these covenants. In the event the lot owner fails to reimburse Declarant for such expense on or before 30 days after written notice is posted in the U.S. Mail demanding such reimbursement, Declarant shall have the right to place a lien on such lot. Such notice shall specify the exact provision of the covenants that were violated, and the nature of the expense incurred along with copies of paid invoices. Notice shall be by Certified Mail.

6.29 Non-Waiver by Declarant. The failure of Declarant to insist in any one or more cases upon strict performance of the terms, covenants, conditions, provisions or agreements herein continued shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed to have been made unless expressed in writing and signed by Declarant.

6.30 Exclusions; Grandfathering. Lot 23, which contains an existing Log House as depicted on the Plat, shall be grandfathered as to certain restrictions contained herein. The existing log house structure, which is expressly permitted to remain on this Lot, shall be excluded from any provision contained herein which would otherwise impose a minimum restriction on the size, location or exterior surface of said structure. Any future addition or exterior renovation shall likewise still retain its grandfathered status, however, such modifications are subject to Declarant approval if in significant variance with the original structure's exterior surface or the front, side or rear building setback lines. It is the express intent of Declarant for this Lot to in all ways be subject to this Declaration except for the unique issues arising out of this pre-existing structure, and therefore this Lot shall not be restricted by these certain restrictions aforementioned.

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Structural Support. Every portion of a dwelling or any other Structure which contributes to the structural support of another dwelling or Structure shall be burdened with an easement for

structural support, and each Lot shall also have the right to lateral support which shall be appurtenant to and pass with the title to such Lots.

7.02 Other Easements.

(a) Declarants hereby expressly reserves to the Declarants, their 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 Declarants deems necessary, including, by way of illustration 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 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 to 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;

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

(v) the erection, installation, construction and maintenance offences, walls, monuments, signs, etc. along streets in, around and along entrances to the Development; including the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

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

(c) The Declarants hereby reserves for himself, his successors and assigns, across the initial phase of the Property and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article X hereof, perpetual easements appurtenant to said property for the following uses and purposes:

(i) ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the initial phase of the Property and such portions of the Additional Property as are submitted to this Declaration, and such drives, roadways, walkways and paths as may be constructed in the future;

(ii) installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewerage, storm drainage, electricity, street lights, telephone, and other utilities and services, including the right to use in common

with the Owners in the initial phase of the Property and portions of the Additional Property subsequently submitted to this Declaration, and wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.

(d) In addition to the above, Declarants hereby grant a general easement in favor of utility, cable television and other such service companies across the initial phase of the Property, and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article X hereof, to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.

(e) The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarants, their successors and assigns.

7.03 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.

7.04 Entry. The Declarants and their employees, agents, successors and assigns, shall have the right at all reasonable times 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 the provisions of this Article. The Declarants and their 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 pursuant to the provisions of Section 7.02.

7.05 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 or any governmental body. All zoning regulations applicable to property subject to this Declaration shall be observed. 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.

ARTICLE VIII

ENFORCEMENT

8.01 Right of Enforcement. This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarants so long as they are an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in Section 5.11 and 6.21, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such

violation or breach and actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Section and Sections 5.11 and 6.21 hereof, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or 12%, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a lot or lots (together with any and all structures which may from time to time be place or located thereon) and (2) to finance any construction, repair or alteration of structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity.

8.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of colleting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fee.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby

grants the Association and its assigns the following irrevocable power of attorney: To sell said Lot or Lots subject to lien at auction, at the usual place for conducting sales as the courthouse in Walton County, Georgia, to the highest bidder for cash, after advertising the time, teens and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Walton County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase as such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each owner to make such recitals, and hereby covenants and agrees that the recitals so made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner. The conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or the charges due, together with all costs and expenses of the sale and fifteen percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power of attorney and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITH A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of the Declarants, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX

DURATION AND AMENDMENTS

9.01 Duration. The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law

9.02 Amendments.

(a) These Covenants maybe amended unilaterally at anytime by Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to these Covenants; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to these Covenants; if such amendment is necessary to clarify a provision otherwise unduly creating confusion or uncertainty in its interpretation or enforcement; or if such amendment is necessary to enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants, provided any such amendments shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

(b) These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the owner of any real property subject to these Covenants.

9.03 Restatement of Declaration. This Declaration constitutes a restatement and replacement of the Prior Declaration in its entirety, and the terms hereof shall determine the rights and obligations of the Owners, Members and Declarant from and after the effective date hereof

ARTICLE X

ANNEXATION

Declarant shall have the option and right, from time to time, without the necessity of consent by the Association, the Board or the Owners, to submit all or portions of any Additional Property to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property.

IN WITNESS WHEREOF, the Declarant has caused this Restatement of Declaration of Covenants, Conditions and Restrictions to be duly executed and sealed this 3 day of November, 2004.

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Walton Co., GA
My Commission Expires: Jan. 3, 2006

Lake Haven Estates, LLC

By: _____
Kurt Wilhelmi, Member

By: _____
Vince Geiger, Member

The Association by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Associations' obligations under this Restated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Association, acting through its duly authorized officers, has caused this Restatement of Declaration of Covenants, Conditions and Restrictions to be duly executed and sealed this 3 day of November, 2004.

Signed, sealed and delivered in the presence of:

Witness

Notary Public, Walton Co, GA
My Commission Expires Jan. 3, 2006

Sandy Creek Cove Homeowners Association, Inc.

By: _____
Kurt Wilhelmi, President

By: _____
Vince T. Geiger, Secretary