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TALLEY, SHARP & FRENCH, P.C.
1892 GA. HWY. 138, S.E.
CONYERS, GEORGIA 30013

DECLARANT OF COVENANTS, RESTRICTIONS
AND EASEMENTS
FOR LYNTHURST SUBDIVISION

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
(this "Declaration") for Lyndhurst is made this 19 day of April, 2002, by Hwy. 138
Enterprises, Inc. (hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

Declarant is the owner of certain tracts or parcels of land lying and being in Land Lot 139 and 150 of the 10th District of Newton County, Georgia and being more particularly described as LYNTHURST SUBDIVISION, Unit Three, as per plat of same prepared by Patrick & Associates, Inc., Louie D. Patrick, Georgia Registered Land Surveyor, No. 1757, dated February 6, 2002, and recorded in Plat Book 37, Pages 160-163, Newton County, Georgia records. Said plat is incorporated herein by reference for a more complete and accurate description.

Declarant intends to develop on lands, including the real property described above, a development to be known as Lyndhurst (hereinafter referred to as the "Development"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Development, the residential development made subject to this Declaration, by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.

Declaration will cause the Association to be formed as a non-profit organization to perform certain functions for the common good and general welfare of the Owners (as hereafter defined).

Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereafter defined). The Covenants, Restrictions and Easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the 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

1. DEFINITIONS. The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.a Association. "Association" means Lyndhurst Homeowners Association, Inc. (a non-profit, nonstock, membership corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.b Board. "Board" means the Board of Directors of the Association.

1.c Bylaws. "Bylaws" means the Bylaws of the Association.

1.d Commencement Date. "Commencement Date" means the date on which the first Residence is sold to a third party other than Declarant or the builder of such Residence.

1.e Common Property. "Common Property" means all real property (together with any and all improvements now or hereafter located hereon) 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.f Declarant. "Declarant" means Hwy. 138 Enterprises, Inc., a corporation organized and existing under the laws of the state of Georgia, and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit A, or the real property which is intended to become part of the Development, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit A, attached hereto and which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.g Development-Wide Standard. "Development-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Development as determined by Declarant.

1.h Lot. "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Newton County, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot except as provided in 2.b.

1.i Member. "Member" means any member of the Association including Declarant for so long as Declarant shall own any property subject of this Declaration.

1.j Membership. "Membership" means the collective total of all Members of the Association.

1.k Occupant. "Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.l 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 the 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.m Property. "Property" means those tracts or parcels of land described in Exhibit A, together with all improvements thereon, including the Common Areas, road, utility systems, drainage systems and other improvements serving the Lots and Residences together with such additional real property as may be subjected to the provisions of this Declaration.

1.n Residence. "Residence" shall mean a structure situated upon a Lot intended for independent use and occupancy as a residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Residence and until the Lot and structure located thereon shall have been conveyed to a third party other than the builder thereof. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a Certificate of Occupancy for the Residence.

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

1.p Structure. "Structure" means:

1.p.i 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, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

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

1.p.iii Any change in the grade at any point on a Lot of more than six inches (6"), whether or not Section 1.p.ii applies to such change.

ARTICLE II

2. COMMON PROPERTY.

2.a Conveyance of Common Property.

2.a.i Declarant 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 of Residences (such real and personal property is hereafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Restrictions and Easements, the general public. The Association hereby covenants and agrees to accept from Declarant all such conveyances of Common Property.

2.a.ii Declarant may convey to the Association in accordance with this Section 2.a.i real and personal property as Declarant may determine to be necessary or proper for the completion of the Development.

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

2.a.iv Lakes and dams shall, without limitation, be included in the property that may be conveyed by Declarant and which shall be accepted by the Association. Declarant shall not be required to make any improvements whatsoever to the property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

2.b Right of Enjoyment. Every Owner of a Residence shall have a right and easement to use and enjoy the Common Property, 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 of Residences to use and enjoy 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 2.b is subject to suspension by the Association as provided in Sections 2.c.v and 2.c.vi.

2.c Rights of the Association. The rights and privileges conferred in Section 2.b hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

2.c.i Promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;

2.c.ii 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;

2.c.iii 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 may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the Bylaws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

2.c.iv Charge reasonable fees in connection with the admission to and use of facilities or services by Members and non-members; 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;

2.c.v Suspend the voting rights of any Member as provided in the Bylaws, Articles of Incorporation or by law and the right of enjoyment granted or permitted by Section 2.b;

2.c.vi Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and

2.c.vii Maintain any and all landscaping treatments previously installed by Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads for Rockdale County, Georgia.

2.d Conveyance of Common Property by Declarant to Association. Declarant may transfer or convey to the Association any personal property and any improved or unimproved property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property

shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members.

2.e Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the Bylaws, his right to use and enjoy the Common Property.

2.f Maintenance. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, entrance signs, nature trails, swimming pool, tennis courts and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in dedicated rights of way which were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority. The foregoing maintenance shall be performed consistent with the Development-Wide Standard.

ARTICLE III

3. LYNDHURST HOMEOWNERS ASSOCIATION.

3.a Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and (b) 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.b Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in the Articles of Incorporation or the Bylaws.

3.c Notwithstanding anything contained herein to the contrary, or in the Articles of Incorporation or in the By-laws of the Association, Declarant shall have the right to appoint and remove the members of the Board and any officer or officers of the Association until the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; (ii) the date upon which seventy-five percent (75%) of the Lots in all units of Lyndhurst Subdivision have been conveyed by Declarant to Owners other than an entity constituting Declarant; or (iii) a surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

ARTICLE IV

4. ASSESSMENTS.

4.a Covenant for Assessments and Creation of Lien and Personal Obligation.
Each Owner of a Residence, jointly and severally, for himself, agrees:

4.a.i To pay to the Association the annual assessments which may or shall be levied by the Association pursuant to his Declaration against all Residences owned by him;

4.a.ii 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 Residences owned by him;

4.a.iii That there is hereby created a continuing charge and lien upon all Residences owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.a.vi hereof and costs of collection including reasonable attorneys' fees;

4.a.iv That such continuing charge and lien on such Residence binds 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 other 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 Residence or Residences (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.

4.a.v That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Residence from liability for any assessment thereafter assessed;

4.a.vi That all annual, special and specific assessments (together with interest thereon as provided in of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Residence as provided in Section 4.a.iii of this Declaration) a personal obligation which will survive any sale or transfer of the Residence 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.b Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residences.

ARTICLE V

5. ARCHITECTURAL CONTROL.

5.a Architectural Control Committee - Creation and Composition.

5.a.i An Architectural Control Committee (the "ACC") shall be established consisting of three (3) members composed of Declarant, a Builder and a Realtor. After the plans for all of the Residences for all of the Lots in the Development have been approved by the ACC, the Board shall appoint the members of the ACC which shall have not less than three (3) nor more than five (5) members. All costs of operating the ACC, may, at the discretion of Declarant, be borne by the Association.

5.b Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether that proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.c Design Standards.

5.c.i The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

5.c.i.1 Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

5.c.i.2 Governing the procedure for such submission of plans and specifications;

5.c.i.3 Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration;

5.c.i.4 Assuring the conformity and harmony of external design and general quality of the Development.

5.d Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure of Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

5.d.i A site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

5.d.ii A foundation plan;

5.d.iii A floor plan;

5.d.iv Exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

5.d.v Specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

5.d.vi Plans for landscaping and grading.

5.e Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval.

5.f Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

5.f.i The failure to include information in such plans and specifications as may have been reasonably requested;

5.f.ii The failure of such plans or specifications to comply with this Declaration or the Design Standards;

5.f.iii Any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.g Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.h Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.i Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approved required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the

mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.b.ii hereof.

5.j Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and of inspections performed pursuant to this Declaration. The fee shall be established from time to time by the ACC.

5.k Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requested its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

5.l Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve; of disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VI

6. GENERAL COVENANTS AND RESTRICTIONS.

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

6.b Restriction of Use.

6.b.i Lots may be used for single-family residences only and for no other purpose, provided that Declarant may operate a Sales Office and/or Model Home on a Lot or Lots designated by Declarant.

6.b.ii Home occupations shall not be allowed within the Development.

6.c Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction 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 upon the number of Lots combined into one Lot.

6.d Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of 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 for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for herein. Erosion control plan shall be submitted and must be approved by a Qualified Engineer at the sole discretion of the ACC and at the sole expense of the Applicant.

6.e Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration.

6.f Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions hereof.

6.g Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

6.h Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof.

6.i Setbacks. No Structure shall be erected or placed on any Lot without the prior written approval of the ACC of its location and setbacks.

6.j Fences. No fence of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences. No walls of any kind shall be permitted within the Development.

6.k Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such road and driveways.

6.l Antennae, Etc. No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting of electronic signals.

6.m Clotheslines, Solar Equipment, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment, garbage cans, woodpiles and solar equipment shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

6.n Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all laws; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided herein.

6.o Commercial and Recreational Vehicles and Trailers. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring residences and streets.

6.p Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house. No above ground pool shall be allowed.

6.q Animals. No agricultural animals may be kept on any Lot and no animal, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

6.r Solid Waste.

6.r.i No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

6.r.ii Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage or any other form of solid waste on any Lot or on Common Property.

6.r.iii Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

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

6.s Mailboxes and Posts. All mailboxes and posts shall be approved by the ACC. The ACC reserves the right to standardize mailboxes and posts.

6.t Roofing Materials. Roofing materials shall be approved by the ACC.

6.u Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become any annoyance or nuisance to the community.

6.v Lake. This Section and other sections contained in this Declaration, and the rules, use restrictions, and design standards and guidelines issued by the Declarant or its designee shall govern the use of such lake as may exist, if any, in the Development or such lakes as are made available for the use of all Owners and Occupants in the Development. Fishing shall be permitted so long as a license is obtained from the

appropriate governmental authority. Ice skating and swimming shall not be permitted. Except as may be approved by the Declarant or its designee, boats with internal combustion motors shall not be permitted on any lake. No owner shall have any right to pump or otherwise remove water from such lake or lakes for the purpose of irrigation or other use without approval of Declarant. No owner shall place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in such lake or lakes or in any other portion of the land owned by Declarant lying adjacent to or near the Development. Declarant and other property owners adjacent to the lake (but outside the Development) have the sole and absolute right to control the water level of such lake(s) and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lake(s). Owners of lots which may now, or may hereafter, be adjacent to the lake (the "Lake Lots") shall be required to maintain such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of said embankment shall not be changed without prior written consent of Declarant or the Association. If any Owner of a Lake Lot fails to maintain said embankment in accordance with the foregoing, Declarant or the Association shall have the right, but no obligation, to enter upon any such Lake Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lake Lot owner, which expense shall be payable by such owner to the Association. No docks, piers or other similar facility shall be constructed unless and until same shall have been approved in accordance with Article V hereof. No bulkhead shall be permitted to be constructed without the prior written consent of Declarant.

6.w Building Materials. No portion of any Structure shall be construed of exposed concrete block. All building materials used on any structure shall be approved by the ACC prior to its use on such Structure.

6.x Square Footage. The minimum square footage on each residence excluding easements, garages and porches shall be as follows:

- (1) one and one-half story – 2,300 square feet with minimum with 1,400 square feet on main level;
- (2) two-story – 2,400 square feet with a minimum of 1,100 square feet on main level; and
- (3) Ranch style not located on the lake shall be 2,000 square feet on main level.

6.y Garages and Carports. All attached garage entrances shall face the side yard or the rear yard with overhead doors. Detached garages or other enclosed car shelters shall be permitted within the Development upon written approval of ACC.

ARTICLE VII

7. EASEMENTS, ZONING AND OTHER RESTRICTIONS.

7.a Easements.

7.a.i Declarant hereby expressly reserves to Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

7.a.i.1 The erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;

7.a.i.2 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;

7.a.i.3 Slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

7.a.i.4 The planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

7.a.ii No Owner shall have any right to use any easement created by Declarant in, on or over any portion of the Property unless such easement has been assigned by Declarant to the Association.

7.b Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the Property with respect to which easements are shown on a recorded deed, easement agreement or on any filed or recorded map or plat relating thereto.

7.c Entry. Declarant and its 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 with the provisions of this Section. Declarant and its employees, agents, successors and assigns shall be

responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions hereof.

7.d 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 and regulations of any governmental body. In the event of any restrictions and easements created or imposed by Declaration, the most restrictive provision shall govern and control.

7.e Easement for Lake Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successors and assigns, across such portions of the Development, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of a lake(s), lakebed(s) and shoreline(s), if any, which are within the Development or which are made available for the use and enjoyment of the Owners and Occupants within the Development. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of the property adjacent to the lake(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the person or entity causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within twenty feet (20') of the line formed by the highest normal pool elevation of any lake; unless otherwise approved by the ACC.

ARTICLE VIII

8. ENFORCEMENT.

8.a Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) Declarant so long as it is an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.b Right of Abatement.

8.b.i Except where different notice provisions are provided herein, 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 the specific action or 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 said written notice, then the Association shall have the Right of Abatement.

8.b.ii The Right of Abatement, as used in this Section and other sections contained in this Declaration, means the right 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 including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by Law or 18% 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 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 herein 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 placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

8.c Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of 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, to enforce the provisions hereof.

8.d Collection of Assessments and Enforcement of Lien.

8.d.i 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 the 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 collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

8.d.ii 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 to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Newton County, Georgia, to the highest bidder for cash, after advertising the time, terms 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 Newton 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 at 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 to be 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, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of 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 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 as provided by law.

8.d.iii 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 OF 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 WITHOUT 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.e No Waiver. The failure of Declarant, 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

9. DURATION AND AMENDMENT.

9.a Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Rockdale County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Newton County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

9.b Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of the Superior Court of Newton County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 9.b shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.b and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

9.c Amendments by Association. Amendments to this Declaration, other than those authorized by Section 9.b hereof, shall be proposed and adopted in the following manner:

9.c.i Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

9.c.ii At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

9.c.iii The agreement of the required percentage of the Owners and, where required, Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice-President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

9.d Amendment for Future Development. Notwithstanding anything herein to the contrary, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of the Superior Court of Rockdale County, Georgia, without the approval of any Member or mortgagee if Declarant desires to add additional property to be bound by this Declaration.

ARTICLE X

10. MISCELLANEOUS.

10.a No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.b Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10.c Headings. The headings of the Article and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

10.d Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

10.e Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by Declarant, the Association, the ACC, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

10.e.i Declarant:

Hwy. 138 Enterprises, Inc.
2146 Millers Chapel Road
Conyers, Georgia 30094
Attention: Alvin H. Vaughn

10.e.ii

Owners: Each Owner's address as
registered with the Association in
accordance with the By-laws.

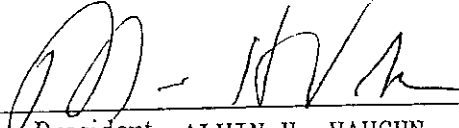
Any written communication transmitted in accordance with this Section 10.e shall be deemed received on the third (3rd) day following the date such written notice is deposited in the United States Mail.

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

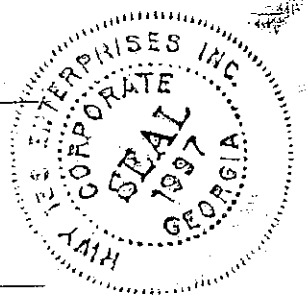
10.g Reference to County. Any reference made to Rockdale County, Georgia herein shall be deemed to include Newton County, Georgia and vice versa.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

HWY. 138 ENTERPRISES, INC.

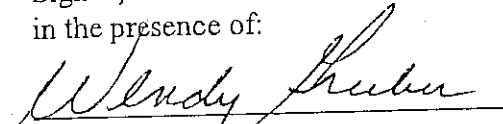
By: 
President ALVIN H. VAUGHN

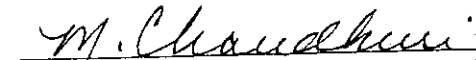
[CORPORATE SEAL]

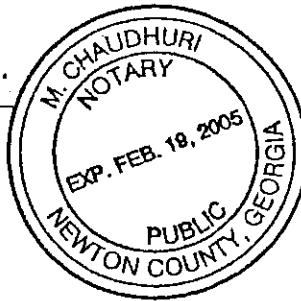


Attest: _____
Secretary

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public



CORPORATE SEAL AFFIXED

SEAL AFFIXED

EXHIBIT A

Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lots 139 & 150 of the 10th District, Newton County, Georgia, being LYNDHURST SUBDIVISION, Unit Three, as per plat recorded at Plat Book 37, Pages 160-163, Newton County, Georgia records, which plat is incorporated herein and made a part hereof by this reference.