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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR
BUCKHEAD DOWNS
4TH LAND DISTRICT, MORGAN COUNTY, GEORGIA

Deputy Clerk R#6716
L.R.

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR BUCKHEAD DOWNS, (hereinafter called the "Declaration"), is made this 6th day of November, 1992, by D. RUFUS GUTHRIE, of Cobb County, Georgia, (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer and the other undersigned parties hold title to certain real property located in the 4th Land District of Morgan County, Georgia, which is hereinafter sometimes referred to as the "subject property" and said subject property being more specifically described on Exhibit "A" affixed hereto and made a part hereof; and

WHEREAS, the Developer believes that the said lands described on Exhibit "A" which are and remain subject to this Declaration shall benefit from the covenants, easements, restrictions, charges, liens and agreements established herein for the purpose of governing the improvement, use, enjoyment, occupancy and ownership of the lands described herein; and

WHEREAS, in order to implement the aforesaid purposes and intentions Developer deems it necessary to establish this Declaration and create an organization to which common property can be conveyed and to which Developer can delegate the power, authority and responsibility to maintain the common property and administer this Declaration.

DECLARATION

NOW THEREFORE, in consideration of the premises and of the benefits to be delivered by the Developer and accruing to the property described herein and to the future owners of the property described in Exhibit "A" attached hereto, the Developer does hereby declare that the properties described herein are hereby subject to this Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the property described herein shall be subject to the covenants, restrictions, easements, agreements, charges and liens provided

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for in this Declaration. This Declaration shall be binding upon all persons claiming under and through Developer, his grantees and successors in title to any portion of the properties described herein. Every grantee of and interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration.

ARTICLE ONE

DEFINITIONS

When used in this Declaration, the following words, whether or not capitalized, shall have the following meanings:

(a) "Association" shall mean Buckhead Downs Home Owners' Association, a Georgia non-profit membership corporation which Developer has caused to be incorporated for the purpose of succeeding to Developer's ownership of all Common Property and to Developer's administration and enforcement of this Declaration.

(b) "ACC" shall mean the Architectural Control Committee, the members of which are as initially selected by the Developer but subsequently appointed by the Board of Directors of the Association.

(c) "The Subject Property" shall mean the property described herein on Exhibit "A" or such other property as by deed or otherwise shall become subject to this Declaration.

(d) "Developer" shall mean D. Rufus Guthrie, a resident of Morgan County, Georgia.

(e) "Common Property" shall mean any portion of the property designated and defined as "Common Property" together with any improvements now or hereafter located thereon, including, but not limited to private streets, drives, parking areas, curbing, gutters, sidewalks, walkways, landscaping,

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entranceways, fencing, signs or other similar facilities intended by the Developer to be devoted to the common use, benefit and enjoyment of the members of the association as owners of lots within the subject property, their families, guests, tenants and invitees. In addition, the Developer may demonstrate his intent to constitute any part of his adjoining property as Common Property by designating or describing any portion of his adjoining property as Common Property in a deed, lease or other instrument of conveyance to or other agreement with the association or by identifying any portion of the property as Common Property on any plat of survey recorded in the Clerk's Office of Morgan Superior Court, or by such other means as clearly reflect the character of any such property to be Common Property. Provided, however, that the interpretation of what is or is not Common Property shall be strictly construed and no Common Property shall arise by virtue of implication and all Common Property shall be specifically designated as such by Developer.

(f) "Lot" shall mean and refer to any property within the subject property subject to this Declaration whether improved or unimproved and shown as a numbered parcel on any plat of survey of the subject property as recorded in the Office of the Clerk of the Superior Court of Morgan County, Georgia, as the same may be renewed, modified or amended from time to time. Provided that any two or more plated lots may be combined to form a single lot if it is stated in the Warranty Deed that the conveyance is to be considered a single lot; such lot shall be a single lot for all purposes of this Declaration including assessment. It is the intent of this Declaration that platted property within the subject property shall until such time as the construction of improvements are completed thereon, be considered as a lot but once improvements are constructed thereon, and a certificate of occupancy therefore has been issued, if applicable, it shall lose its character as a lot and become a dwelling unit.

(g) "Dwelling Unit" shall mean and refer to any property

within the subject property on which construction of a structure for use as a single family dwelling has been completed.

(h) "Owner" shall mean and refer to the record title owners, whether one or more persons, of the fee simple title to any lot or dwelling unit including Developer, but excluding those persons having such interest merely as security for the performance of an obligation.

(i) "Persons" shall mean and refer to any individual, corporation, partnership, association, trust or any other legal entity.

(j) "Manufactured Home" shall mean any movable or portable dwelling constructed to be towed on its own chassis or floor system in one or more sections designed for delivery on trailers or its own chassis and to be joined at the site into one integral unit. For the purpose of this paragraph, Manufactured Home does not lose its character as such simply by providing a foundation, underpinning, siding, roofing and/or other additions. A Manufactured Home, under this Declaration shall include mobile homes and modular homes, or any and all other types or similar types of units by whatever name the same shall be known. For purposes of this Declaration whether or not a structure is to be considered a Manufactured Home shall be completely within the discretion of the Architectural Control Committee and such decision by the Architectural Control Committee shall be binding and determination of the character of any such structure.

(k) "Concrete Block House" shall mean a residence whose exterior, other than foundation, contains exposed concrete blocks, painted or unpainted.

ARTICLE TWO

ARCHITECTURAL CONTROL, RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Architectural Control Committee ("ACC").

(a) The ACC as a committee appointed by the Board of Directors of the Association or by the Developer shall have

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responsibility for approval of the matters described in this Article.

(b) As to any portion of the property or any lot contained therein, no house, garage, carport, playhouse, fence, wall, swimming pool or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed until complete final plans, drawings and specifications therefore showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plans therefore, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC shall be entitled to retain possession of such plans, drawings and specifications if it so chooses.

(c) If the ACC fails to approve or disapprove such plans, drawings and specifications within thirty (30) days after receipt of written notice that such plans, drawings and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications.

(d) Refusal or approval of plan, drawings, specifications, materials or location may be based upon any grounds including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.

(e) Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be construed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither Developer

nor any member of the ACC shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under the Article, or to any owner, or any other entity by reason or mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

(f) The ACC may at any time, and from time to time, delegate or assign, in whole or in part, the rights and authorities granted in this section.

(g) The ACC will charge a fee of no less than Two Hundred (\$200.00) Dollars to defray its expenses regarding approval although application for review of subsequent alterations of previously approved plans shall be charged an additional fee of Fifty (\$50.00) Dollars. All fees must be paid when then plans or alterations are submitted to ACC. All fees are non-refundable and may be changed at the sole discretion of the ACC.

(h) Before final approval by the ACC or commencement of any site clearing, the owner shall stake and string all property line corners of the proposed structure or improvement, if any, and identify with tape all trees to be removed. The owner shall then notify the ACC who shall inspect the site to determine if the proposal of owner shall be approved.

Section 2. Enforcement Rights and Remedies. Any construction or planning made or performed on the lot or property without application having first been made and approval obtained or that is inconsistent with any approved landscaping layout, plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the owner of the property on which such construction or planting was made or performed. Upon the failure or refusal of such owner to perform the required restoration, the ACC or its authorized agents or employees may, after fourteen (14) days' notice to said owner, enter upon the property (lot or dwelling unit) and perform such restoration as the ACC, in the exercise of its sole discretion,

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may deem necessary or advisable. Such owner shall be personally liable to the Association for all direct and indirect costs (including Court costs and attorney's fees) as may be reasonably incurred by the ACC in the performance of such restoration and the liability for such costs shall be enforceable by the Association on behalf of the ACC by appropriate proceedings in law or in equity. The owner's liability for such costs shall also be a permanent charge and lien upon the lot or dwelling unit of such owner, enforceable by the Association on behalf of the ACC by any appropriate proceeding in law or equity.

Section 3. Restrictions on Use and Sale. Except as allowed hereinbelow, any lot or dwelling unit shall be used only for residential purposes. At no time shall any lot be used or converted to any commercial, manufacturing, multi-family or apartment type use whatsoever except any lot or combination of lots containing at least a total of 10.00 acres may be used for commercial horse raising and related purposes, and the renting of a unit by an owner for family residential type uses shall not be deemed a commercial purpose provided, however, that such right as contained herein shall subject the occupants to the terms and conditions of these Declarations of Restrictions and Covenants and shall not relieve the owner from his obligations hereunder.

(a) Before any house or other structure may be occupied as a residence, it must be completed and finished on the exterior; all of the yard must have suitable ground cover and the driveway must have all weather service, i.e. concrete, asphalt or gravel. All driveways must have a culvert traversing the road right-of-way and owners shall repair and regrass any damage to the road right-of-way in the construction of the culvert, driveway or accessing any utilities. Provided, however, that in no event shall the construction of any residence from groundbreaking to completion of the exterior extend beyond twelve (12) months from the date construction is begun.

(b) Containers for garbage or other refuse shall be underground or in sanitary screened enclosures, shall be

maintained in sanitary conditions and shall not be visible from any street or from any lake.

(c) Outside clotheslines will not be permitted.

(d) No house trailer or manufactured home, mobile home, industrialized building, modular home or any such similar structure shall be permitted on any lot or dwelling unit at any time except that a bona fide contractor actively engaged in the construction of a dwelling on a lot shall be entitled to have a "construction storage trailer" for the purpose of storing of tools and materials. This right shall continue only during the active construction period of the residence on the lot.

(e) No attic, shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

(f) The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any portion of any lot or dwelling unit.

(g) No lumber, brick, stone, cinder block, concrete or any other building material, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot or dwelling unit except for the purposes of construction on such lot or dwelling unit and shall not be stored on such lot or dwelling unit for longer than the length of time reasonably necessary for the construction in which the same is to be used.

(h) All utilities shall be placed underground. No exposed above ground tanks will be permitted for the storage of fuel, water or any substance except same will be allowed on Lots ~~3, 4, 17 and 18~~. 19 and 20. *ABP PPT*

(i) No animals, including birds, insects and reptiles, may be kept on any portion of the property subject to this Declaration unless kept thereon solely as household pets, except that horses may be kept for commercial purposes on any lot or combination of lots containing at least a total of 10.00 acres. No animal shall be allowed to become a nuisance. No structure

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for the care, housing or confinement of any animal shall be constructed, placed or altered on any portion of said property unless plans and specifications for said structure have first been approved by the ACC.

(j) Noxious or offensive activities shall not be carried on upon any lot or dwelling unit.

(k) No activity which may create erosion or siltation problems shall be undertaken on any lot or dwelling unit 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 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 limitation) physical devices for controlling the run-off and drainage of water, special precautions, in grading and otherwise changing the natural landscape and require landscaping as deemed necessary by ACC.

(l) No signs whatsoever (including but not limited to commercial and similar signs), shall, without the prior written approval of ACC of plans and specifications therefor, be installed, altered or maintained on any portion of the property, or on any portion of a structure visible from the exterior thereof, except:

- (i) Such signs as may be required by legal proceedings;
- (ii) Not more than one "For Sale" or "For Rent" sign, provided, however, that in no event shall any such signs be larger than four square feet in area;
- (iii) Directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.
- (iv) Following the consummation of the sale or leasing of

the subject property, the sign located thereon shall be removed immediately.

(m) No manufacturing activity of any nature shall be operated or maintained upon any lot, dwelling unit or other structure or upon the property subject hereto, provided, however, it is expressly permissible for Developer to maintain upon any portion of such properties such facilities as Developer, in his sole opinion, shall deem required, convenient or incidental to the construction and improvement of the subject property, the lots and dwelling units, including but not limited to storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

(n) Residents and occupants shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to Developer, owners and residents of any other property made subject to this Declaration.

(o) Mailboxes shall be of such design and location as approved by the ACC. Name logos may be approved to be located on mailboxes by the ACC.

(p) All energy, heating, lighting, cooking, cleaning and related needs and activities shall be through totally electrical and/or gas means.

(q) Owners shall take all precautions to control and avoid fires.

(r) Satellite dishes and similar devices are allowed only with the approval of the ACC as to the size, color and location of the same.

(s) No construction shall begin without first having obtained approval of location of wells, septic tanks and drain fields by the County sanitarian and having obtained approval of plans and drawings by the ACC as provided above.

(t) No mobile homes, industrialized buildings, manufactured homes, modular homes, used houses, concrete block houses or similar type structures shall be allowed. All houses shall be

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underpinned and all underpinning shall be approved by the ACC.
Exposed concrete block for underpinning shall not be allowed.

(u) All structures shall comply with all the Morgan County zoning restrictions and set back requirements.

(v) No more than one (1) residential dwelling may be placed on each lot.

(w) No dwelling or permitted outbuilding shall be located closer than 125 feet from any lake, 50 feet from any road, or 50 feet from any adjoining lot line.

Section 4. Subdivision of Lots. No lot shall be subdivided except the Developer reserves the right to alter lot lines prior to sale to improve, enlarge or redefine lots in any given area.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING

Section 1. Membership. Developer and every owner of a lot or dwelling unit shall be a member of the Association, provided that there shall be no more than one member for any lot or dwelling unit, said membership to be determined by a vote of the owners of any jointly owned lot or dwelling unit. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any lot or dwelling unit.

Section 2. Voting. The Association shall have two classes of voting membership: Owner and Developer. Each owner shall have one vote for each lot he owns. The Developer shall cumulatively have the same number of votes as are cumulatively held by all owners plus one, provided that Developer membership shall terminate on the Developer's voluntary termination of Developer's membership. The Developer shall not have the right to spend more than \$1,000.00 per year of the funds of the Association without the prior approval of a majority of the lot owners.

Section 3. Bylaws and Articles. All matters concerning meetings of the members of the Association, shall be as specified in the Articles or Bylaws of the Association, as amended from time to time, and by law.

ARTICLE FOUR

MAINTENANCE ASSESSMENTS FOR COMMON PROPERTY

Section 1. Creation of Lien. Each owner by acceptance of a deed conveying ownership of a lot or dwelling unit is deemed to be subject to the Covenants and agrees to abide by the terms and requirements of this Declaration and assumes the obligation to pay to the Association annual and special assessments as provided for herein. Each annual and special assessment together with interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the lot or dwelling unit, against which each assessment is made, and shall also be the personal obligation of the person who is the owner of such real property at the time when the assessment first becomes due and payable. If required to employ an attorney to collect any assessments, the Association shall be entitled to recover all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners and residents in the subject property and in particular for the acquisition, improvement, repair, replacement, maintenance, use and operation of the common property and to pay for the services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance, construction of repairs, replacement and additions to common property, payment of the costs of labor, employees, agents, accountants, attorneys, equipment, material, management and supervision necessary to carry out its authorized function. Expenses shall be known and designated as "Common Expenses".

Section 3. Annual Assessments. The Board of Directors of the Association shall fix for any calendar year the annual assessment for each lot or dwelling unit at an amount it deems appropriate to fund the budget for the Association. Until December 31, 1992, the maximum assessment shall be \$200.00 per lot.

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Section 4. Special Assessments. The Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction of reconstruction, unexpected maintenance or repair and replacement of common property and capital improvements thereon, if any, and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that, subject to Article Seven, any such assessment shall have the assent of three-fifths of the votes cast at a duly called meeting of the Association. Subject to Article Seven, such special assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment for two years except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 5. Due Date of Annual Assessments. The annual assessments shall be fixed on a calendar year basis, provided, however, that liability for payment of the initial annual assessment shall accrue on the initial purchase of any lot by an owner and shall be prorated on a daily basis according to the number of days remaining in the year (365 days) of purchase. Thereafter, payment of subsequent annual assessments shall be due on the first day of each calendar year or on such other dates as from time to time may be established by the Association. The Association may provide for monthly, quarterly or semi-annual payment due dates for the annual assessment in lieu of an annual payment date, provided the owners are given thirty (30) days prior notice of any change. Payment of the assessment shall be delinquent thirty (30) days after any due date or billing date. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. Uniform Rate of Assessment and Share of Common Expenses. The amount of any annual or special assessment and share of common expenses shall be the same for all owners except Developer shall not be liable for assessments against unsold lots during the period he controls the Association. However, Developer will fund any deficits between the assessments and the

actual operating expenses of Association during such period. After the transfer of control of the Association to the lot owners from Developer, the Developer will be liable for assessments for the unsold lots for which he retains title but not for any deficits.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall have such powers and duties as are prescribed in the Association's Articles and Bylaws, as amended from time to time, and by law, which shall include the following duties: to fix the amount and due date of all special, annual or other periodically payable assessments; to provide for interest to accrue on all unpaid assessments after the due date thereof at the rate of twelve (12%) per cent per annum or at such other rate as the Board deems appropriate; to provide for the charging of a late fee and the payment of costs of collection, including reasonable attorney's fees (said attorney's fees shall be fifteen [15%] per cent of the principal amount owed plus accrued interest), incident to the collection of delinquent assessments and the enforcement and foreclosure of the Association's assessment lien and charge as provided for herein; to cause written notice of every assessment to be sent to the owner subject to such assessment at least thirty (30) days prior to the due date thereof; upon demand at any time to cause to any person legitimately interested, a statement in writing signed by the President, the Treasurer, or other appropriate officer of the Association setting forth the amount of any unpaid assessments with respect to any lot or dwelling unit subject to assessment by the Association or stating that all assessments with respect to the lot or dwelling unit which is the subject to the statement have been paid, as the case may be.

Section 8. Subordination of Charges and Liens to Security Deeds. The lien and permanent charge of any assessment (together with any interest accruing thereon, late charges and costs of collection) pertaining to any lot or dwelling unit is and shall be subordinate to the lien of any security deed placed on such lot or dwelling unit by the owner, if, but only if, all such

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assessments having a due date on or prior to the date such security deed is filed for record have been paid. Such subordination shall not relieve the owner of the encumbered property of his personal obligations to pay all assessments coming due at a time when he is owner; shall not relieve such property from the lien and permanent charge provided herein; and no sale or transfer of such property to the security deed grantee or to any person pursuant to foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any owner of any personal obligation, or relieve the lot or dwelling unit of the then and subsequent owners from liability for any assessment coming due after such sale or transfer. Notwithstanding the foregoing, the Association may at any time, either before or after any security deeds are placed on such property, waive, relinquish or quitclaim in whole or in part the right of the Association to collect the assessments with respect to such property coming due during the period while such property is or may be held by a security deed grantee pursuant to such sale or transfer.

Section 9. Remedies of Association Upon Failure to Pay Assessments. If any assessments are not paid within thirty (30) days from the date due, the Association may bring an action at law against the delinquent owner personally for payment of the assessment, interest and charges due hereunder, or in the alternative, may file an action to foreclose the lien of the Association against the lot or dwelling unit of such owner in the same manner in which actions are commenced for the collection and foreclosure of mechanics and materialman's liens against the owners of property as permitted by the laws of the State of Georgia.

Section 10. Exempt Property. All common property shall be exempt from the assessments, charges and liens created herein.

ARTICLE FIVE

RESERVATION AND CREATION OF EASEMENTS

In addition to the easements created or reserved by

Developer elsewhere in this Declaration, the following easements shall and do exist:

Section 1. Access. Developer reserves, for himself and for the Association, an easement for access, ingress and egress to and from and over any of the property subject to these Covenants as is reasonably necessary to install, service, replace, maintain, repair and improve any common property or easements provided for herein or as shown on or established by such plats of survey of the subject property. Mutual reciprocal easements for access are hereby reserved for the benefit of each lot or dwelling unit across any other lot or dwelling unit as may be necessary for the control, maintenance and repair of any utility, water, sanitary sewer or storm water lines, structures or facilities affecting or crossing any such lot or dwelling unit.

Section 2. Utilities and Drainage. Developer reserves for himself, the Association and County or such other political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve the subject property, the right, title and privilege of a general easement which shall be perpetual, alienable and assignable, to go in and on the property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises in a proper and workmanlike manner, electric, water, gas, telephone, sanitary, storm, sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any gradings of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards or health, safety and appearance. The easement herein reserved shall include the right to enter upon the premises with men and

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equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct drainways for surface water whenever such action may appear to the Developer to be necessary. These reservations shall not be considered an obligation of the Developer to provide or maintain any such utilities or service. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

Section 3. Common Property. Each owner shall have a non-exclusive right and easement for the use, benefit and enjoyment of common property which easement shall be appurtenant to the ownership of a lot or dwelling unit. The rights and easements created hereby are subject to the following:

(a) The right of the Association as provided in its Articles and Bylaws to suspend the easement rights of any owners for any period during which assessments remain unpaid;

(b) Except as otherwise limited, the right of the Association to dedicate or transfer all or any part of the common property to any public agency, municipality, political subdivision, authority or utility for such purposes and subject to such conditions as may be agreed upon by owners entitled to cast a majority of the votes in the Association; and

(c) The right of the Association, as provided in its Articles and Bylaws to publish and enact reasonable rules and regulations governing or limiting the use of the common property.

Section 4. Roads. Developer reserves a non-exclusive and freely alienable perpetual easement for ingress, egress and regress to other lands (whether owned now or in the future) of Developer adjacent to or accessible through the subject property which lands may be improved by the Developer from time to time over and across any and all roads leading to and within the

subject property.

ARTICLE SIX

LAKE

Section 1. Lake Uses. Every Grantee of any interest in any portion of the subject property, now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance and whether or not such deed shall be signed by such person and whether or not such person shall otherwise consent in writing, acknowledges that there are no warranties, express or implied, that any lake or other body of water located on or in proximity to any portion of the subject property shall be or remain at any particular level.

ARTICLE SEVEN

INSURANCE

Section 1. Purchase of Insurance Policies. The Board, or its duly authorized agent, may obtain insurance policies upon the Common Area covering the items described in Section 2 of Article Seven for the benefit of the Association and the Developer and its mortgagees, as their interests may appear.

Section 2. Coverage. The following items may be covered by insurance:

(a) All buildings and improvements upon the Common Area and all personal property included in the Common Area in an amount equal to the full replacement value thereof, as determined annually by the Board. Such coverage shall afford protection against such risks as are covered by an all-risk form and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use.

(b) Comprehensive general liability insurance covering loss or damage resulting from an occurrence on the Common Area, in such amounts as may be required by the board, but not less than \$500,000.00 covering all claims for bodily injury or property

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damage or both arising out of a single occurrence, with such coverage to include protection against such risks as shall customarily be covered with respect to buildings and improvements similar in construction, location and use.

(c) Workers' compensation as required by law.

(d) A policy of fidelity coverage against dishonest acts on the part of members of any employees, agents, representatives or volunteers of the Association responsible for handling funds belonging to or administered by the Association.

(e) Such other insurance as the Association may determine from time to time to be desirable.

Section 3. Named Insured. The named insured on all policies of insurance permitted under Article Seven hereof shall be the Association.

Section 4. Damage and Destruction. Any damage or destruction by fire or other casualty to the Common Area shall be repaired or reconstructed unless the Developer shall decide within sixty (60) days after the casualty not to repair or reconstruct. Said decision shall be made by the Association if the Developer owns less than 25 percent of the lots at the time of the damage or destruction.

Section 5. Distribution of Proceeds. Such insurance proceeds as are received shall be applied to repair or restoration of the Common Area unless it is determined pursuant to Section 4 of this Article Seven not to repair or reconstruct. If it is determined that such insurance proceeds are not to be applied to repair or restoration of the Common Area, then such proceeds shall first be used to restore the damaged portion of the Common Area as near as is practicable to its natural state, with the excess of such proceeds, if any, being placed in a capital improvements reserve account.

(a) Plans and Specifications. Any reconstruction or repair must be sufficient to restore the Common Area to substantially the same condition in which it existed to the casualty.

(b) Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to completely defray the

estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, special assessments shall be levied against the owners in sufficient amounts to provide funds for the payment of such costs. An assessment against an owner on account of damage to the Common Area shall be in proportion to the owner's rate of assessment as provided hereinabove. Special assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as an assessment.

ARTICLE EIGHT

AMENDMENTS TO DECLARATION

Section 1. General. This Declaration can be amended at any time provided that at least 75% of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President or Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of recording of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, total number of votes of members of the Association, the total number of votes required to constitute a quorum of the meeting of the Association, the number of votes required to adopt an amendment, the total number of votes cast against the amendment. The amendment shall be recorded in the official real estate records of Morgan County, Georgia. Any such amendment shall be applicable to any and all owners whether purchasing prior to such amendment or subsequent thereof. By the recording of this herein Declaration and by acceptance of a deed conveying ownership of a lot, each owner is deemed to have forever waived the right to request that the roads shown on said plat and any extension or

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continuation of said roads be paved or accepted as a county road unless such roads meet all county specifications and this sentence of this Declaration is non-amendable.

ARTICLE NINE

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the property described herein and shall be and remain in effect, and shall inure to the benefit of and be enforceable by Developer, the Association to the owner of any lot or dwelling unit subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years after the date this Declaration is recorded. After this twenty (20) year period, these covenants and restrictions shall be extended automatically for two (2) successive periods of ten (10) years each unless prior to the expiration of either ten (10) year period thereafter a written agreement is recorded in the real estate records of Morgan County, Georgia by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by a majority of the votes cast at a duly called meeting of the Association.

Section 2. Notices. Any notice to be sent to Developer shall be sent by registered or certified mail, postpaid, as follows until otherwise stated: D. Rufus Guthrie, 1090 Blue Springs Road, Buckhead, Georgia, 30625. Any notice required to be sent to any owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postpaid, regular mail, addressed to the owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Association, (it being specifically required of the owner to keep the Association informed of his current address), and such service shall be

deemed sufficient. The date of such service shall be the date of mailing.

Section 3. Enforcement. Enforcement of this Declaration shall be by any proceeding by law or in equity against any entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien created by this Declaration, and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Interpretation. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Association, will best effect the general plan of development and maintenance for the subject property. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate and assign to the Association any and all rights and functions herein reserved to the Developer.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any entity or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision of the application of any provision which can be given effect without the invalid provision or application. And to this end the provisions of this Declaration are declared to be severable.

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IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants, Easements and Restrictions the date hereinbefore written.

D. Rubus Guthrie
D. RUBUS GUTHRIE

Signed, Sealed and Delivered on the date first above written in the presence of:

Pamela L. O'Neil
Unofficial witness
Notary Public, Morgan Co. GA
My Commission expires: 4/9/15

IN WITNESS WHEREOF, the undersigned being all of the other present owners of lots at Buckhead Downs hereby agree and consent to the hereinbefore Declaration of Covenants, Easements and Restrictions and agree to abide by same and that the same shall be binding upon their successors in title of the subject property.

William B. Saye, M.D.
WILLIAM B. SAYE, M.D.

Signed, sealed and delivered the date first above written in the presence of:

Karin Howard
Unofficial witness
Notary Public, Cobb Co. GA
My Commission expires: _____
Notary Public, Cobb County, Georgia
My Commission Expires Feb. 3, 1523

R. Bogan Renfro
R. BOGAN RENFRO

Signed, sealed and delivered
the date first above written
in the presence of:

Kimberly Duggles
Unofficial witness

Michele J. Dore
Notary Public, Cobb County, Georgia
My Commission Expires April 5, 1993
Bogan Renfro only

Susan B. Guthrie
SUSAN B. GUTHRIE

Signed, sealed and delivered
the date first above written
in the presence of:

[Signature]
Unofficial witness

[Signature]
Notary Public, Morgan Co. GA
My Commission Expires: 9-11-93

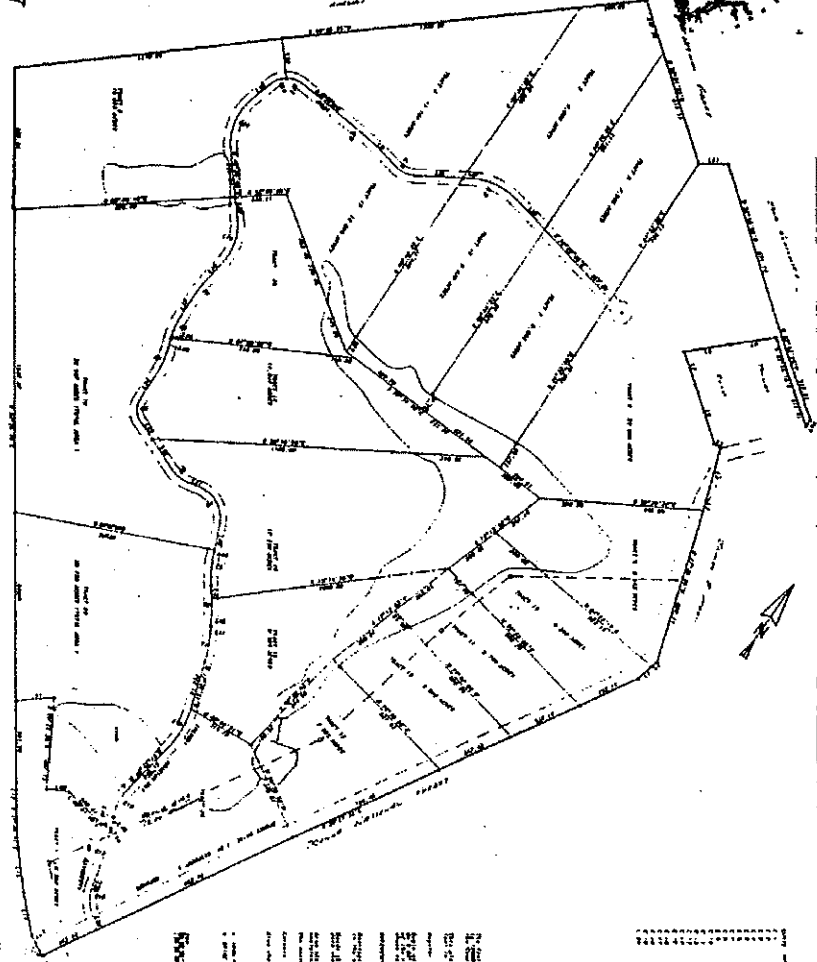
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PARCEL 17 PAGE 314
 PUBLIC SITES THE
 DEPUTY CLERK SUPERIOR COURT
 MORGAN COUNTY, GEORGIA



[Grid of numbers and text, likely a legend or index for the map's sections.]

[Legal text block, likely a plat or deed description, containing several paragraphs of fine print.]



BUCKHEAD DOWNS
 SUBDIVISION
 PHASE TWO
 FINAL PLAN
 LAND LOTS 156 OF 155 4TH DISTRICT
 GMD 278 & 279 MORGAN COUNTY, GA
 OWNER D. QUIN QUINBLE
 1790 BLUE SPRINGS ROAD
 BUCKHEAD
 MORGAN COUNTY, GA 30255

Exhibit A

DOC# 000568
FILED IN OFFICE
03/02/2009 03:45 PM
BK: 460 PG: 884-884
JODY W MOSS
CLERK OF SUPERIOR COURT
MORGAN COUNTY
R#21969

Return to Kathleen S. Brodie

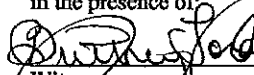
AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS FOR
BUCKHEAD DOWNS
4TH LAND DISTRICT, MORGAN COUNTY, GEORGIA

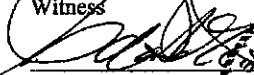
This amendment to the DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR BUCKHEAD DOWNS, (hereinafter called the "Covenants"), is made this 2nd of March, 2009, by the President, David L. Brown, and Secretary, Kathleen S. Brodie, of the Buckhead Downs Homeowners Association, Inc. as duly authorized by the Membership per ARTICLE EIGHT, AMENDMENTS TO DECLARATION, of the duly recorded Covenants.


1. Notwithstanding any other provision of the Covenants, all lots contained in Buckhead Downs shall henceforth not be limited to residential purposes (as set forth in ARTICLE 2, Section 3 of the Covenants) and shall be authorized to be used for wildlife management purposes, forestry purposes, raising of horses and cattle, and hay production.
2. Except as amended as stated above, all of the other terms of the Covenants for Buckhead Downs as originally recorded in Deed Book 175, pages 266-290, Office of the Clerk of the Morgan County Superior Court, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Easements and Restrictions for Buckhead Downs has been executed by the President and the Secretary of Buckhead Downs Homeowners Association, Inc. as set forth below.

Signed, sealed and delivered
in the presence of:

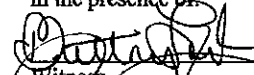

Witness

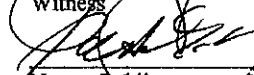

Notary Public
(Notary Seal)




DAVID L. BROWN (LS)
President
Buckhead Downs Homeowners Association, Inc.

Signed, sealed and delivered
in the presence of:


Witness


Notary Public
(Notary Seal)



KATHLEEN S. BRODIE (LS)
Secretary
Buckhead Downs Homeowners Association, Inc.