



## NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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JUDY ODOM  
CLERK OF COURT  
UNION COUNTY

STATE OF GEORGIA  
COUNTY OF UNION

**DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS  
FOR HAWKS VIEW SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

LIN-PRO, LLC (hereinafter referred to as Developer), being the owner of the following property:

All that tract or parcel of land lying and being in Land Lots 47, 48, 61 & 62, 8th District, 1st Section, Union County, Georgia, being Lots 1-26, Hawks View Subdivision, Phase I, as shown on a plat of survey by Southern Geosystems, Ltd. RS#2788, dated 05/30/07, as recorded in Plat Book 61, Pages 245-247, Union County, Georgia records, which description is incorporated herein by reference and made a part hereto.

The property is subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 135, Pages 176-177 and Deed Book 711, Page 124, Union County, Georgia records.

The property is subject to the easement to Blue Ridge Telephone Company, as recorded in Deed Book 709, Pages 443, Union County, Georgia records.

The property is conveyed subject to the setbacks and all matters shown on aforesaid Plat. The property is being conveyed subject to all easements, covenants, restrictions, agreements, permits, rights of ways, government regulations, zoning ordinances and all matters of record affecting subject property.

Grantor further grants to grantee any and all declarant rights in the above described property.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 47 & 62, 8th District, 1st Section, Union County, Georgia, being Lots 27-34, Hawks View Subdivision, Phase II,

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as shown on a plat of survey by Southern Geosystems, Ltd. RS#2788, dated 08/20/07, as recorded in Plat Book 61, Page 248, Union County, Georgia records, which description is incorporated herein by reference and made a part hereto.

The property is subject to the easement to Blue Ridge Mountain EMC as recorded in Deed Book 771, Page 507, Union County, Georgia records.

The property is conveyed subject to the setbacks and all matters shown on aforesaid Plat. The property is being conveyed subject to all easements, covenants, restrictions, agreements, permits, rights of ways, government regulations, zoning ordinances and all matters of record affecting subject property.

Grantor further grants to grantee any and all declarant rights in the above described property.

Said property being incorporated herein by reference; and being part of that land conveyed to LIN-PRO, LLC, by warranty deed recorded in Deed Book 1193, Page 20-21, of the Union County Records; does hereby impose upon said lots certain reservations and restrictive covenants as herein stated:

ARTICLE I

DEFINITIONS

1.1 [Intentionally omitted]

1.2 [Intentionally omitted]

1.3 "Architectural Control Committee" shall mean the committee established pursuant to Article V to supervise compliance with the "Design Standards."

1.4 "Articles" shall mean and refer to the Articles of Incorporation of the "Association," as amended from time to time.

1.5 "Assessment" shall mean and refer to an "Owner's" share of the charges, fees or other expenses from time to time assessed against an "Owner" by the "Association" in the manner herein provided.

1.6 "Assessment Year" shall mean the calendar year, with the first Assessment Year commencing on January 1st of the year immediately following the "Commencement Date."

1.7 "Association" shall mean Hawks View Homeowners Association, Inc., a Georgia non-profit, corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and assigns.

1.8 "Board" shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and "Bylaws."

1.9 "Bylaws" shall mean and refer to the Bylaws of the Association which have been adopted by the Board, as they may from time to time be amended.

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EK: 1196 PG: 603

1.10 [Intentionally omitted]

1.11 "Commencement Date" shall mean the date designated by the Association, upon which "Lots" became subject to Assessments.

1.12 "Common Property" shall mean any and all real and personal property in which the Association now or hereafter owns an interest for the common use and enjoyment of all the "Owners." Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easement.

1.13 "Design Standards" shall mean the standards adopted, promulgated, amended, revoked and enforced by the Architectural Control Committee pursuant to Article V.

1.14 "Lot" shall mean a parcel of land designated as a lot on a "Plat."

1.15 "Owner" shall mean the record owner, whether one or more persons or entities, of the 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.

1.16 "Plat or plats" means the subdivision plat recorded in the office of the Clerk of the Superior Court of Union County, Georgia, prior to the recording of this Declaration, with respect to the Submitted property.

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

1.18 "Structure" means anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not of limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, till, 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 (iii) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.18 applies to such change.

1.19 "Subdivision" means the Submitted Property.

1.20 "Two-Thirds Vote" means a favorable vote by a least two-thirds (2/3) of the Owners who are present in person or by proxy and voting at a meeting of Owners duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

## ARTICLE II

### COMMON PROPERTY

2.1 Acquisition of common property. As of the date of this Declaration, the Association holds no Common Property; provided, however, that the Association reserves the right (in its sole and absolute discretion) to hereafter acquire the property to be held as Common Property. The

3 | P a g e

603

BK:1196 PG:604

provisions of this Article LI shall apply to any such Common Property which may hereafter be acquired by the Association.

2.2 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property, which right and easement shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy 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 of the Association to permit persons who are not Owners to use and enjoy part or all of the Common Property, includes the right of the Association to establish different categories of rights to use the Common Property, including varying rights for residents of the Subdivision, of adjoining subdivisions, and of others. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as herein provided.

2.3 Rights of the Association. The rights and privileges conveyed in Section 2.2 hereof shall be subject to the right of the Association acting through the Board to:

- (a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;
- (b) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property including Common Property and revenues from Assessments, user fees and other sources. Provided, however, that the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by a Two-Thirds Vote;
- (c) grant easements of 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 of cable television system;
- (d) 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 Two-Thirds Vote, 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;
- (e) charge reasonable fees in connection with the admission to and use of its facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;
- (f) suspend, pursuant to Section 3.5, the voting rights of any Owner and the right of enjoyment granted or permitted by Section 2.2;

4 | P a g e

604

BK: 1196 PG: 603

(g) sell, lease or otherwise convey all or any part of its properties and interests therein; and

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

**2.4 Types of Common Property.** In the event that the deed of conveyance or easement for real property to be held as Common Property sets forth the specific or general purpose or purposes for which such real property or any portion thereof may be used, then such real property or portion thereof shall not, without a Two-Third Vote, be used for any different purpose or purposes.

**2.5 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 rights to use and enjoy the Common Property.

### ARTICLE III

#### ARCHITECTURAL CONTROL

##### 3.1 Architectural Control Committee Creation and Composition

(a) The Architectural Control Committee shall consist of not less than three (3) nor more than five (5) individuals; provided, however, that the Architectural Control Committee shall always have an uneven number of members. All members of the Architectural Control Committee shall be appointed by the Board. All costs of operating the Architectural Control Committee shall be borne by the Association.

(b) Each member of the Architectural Control Committee shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the Architectural Control Committee by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the Architectural Control Committee shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any Architectural Control Committee member may resign at any time by giving written notice of such resignation to the Chairman of the Architectural Control Committee and such resignation shall take effect on receipt thereof by the Chairman. Any member of the Architectural Control Committee may be removed at any time with or without cause by the Board.

(c) [Intentionally omitted]

**3.2 Purpose, Powers and Duties of the Architectural Control Committee.** The purpose of the Architectural Control Committee is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the Architectural Control Committee for approval: (a) as to whether the proposed installation, construction or alteration complies with the Design Standards and is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the subdivision; and (b) 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 Architectural Control Committee shall have all the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the

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603

BK: 1196 PG: 606

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.

**3.3 Officers, Subcommittees and Compensation.** The members of the Architectural Control Committee shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the Architectural Control Committee as they shall from time to time determine necessary. The members of the Architectural Control Committee shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the Architectural Control Committee.

**3.4 Operations of the Architectural Control Committee.**

(a) **Meetings.** The Architectural Control Committee shall hold regular meetings at least once every six (6) months or more often as may be established by the Architectural Control Committee. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the Architectural Control Committee then in office. Regular and special meetings of the Architectural Control Committee shall be held at such time and at such place as the Architectural Control Committee shall specify. Notice of each regular or special meeting of the Architectural Control Committee shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the Architectural Control Committee who signs a waiver of notice either before or after the meeting. Attendance of a member of the Architectural Control Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the Architectural Control Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the Architectural Control Committee present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the Architectural Control Committee. In the absence of a quorum, any member of the Architectural Control Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The Architectural Control Committee shall maintain both a record of votes and minutes for each of its meetings. The Architectural Control Committee shall make such records and minutes available at reasonable places and times for inspection by Owners. Any action required to be taken at a meeting of the Architectural Control Committee, or any action which may be taken at a meeting of the Architectural Control Committee, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the Architectural Control Committee and be filed within the minutes of the proceedings of the Architectural Control Committee. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the Architectural Control Committee.

6 | Page

606

EK=1196 PG=607

**(b) Activities.**

(i) The Architectural Control Committee shall adopt and promulgate the Design Standards and shall, as required, make findings, determinations, rules, and orders with respect to the conformity with the Design Standards of plans and specifications submitted to the Architectural Control Committee for approval pursuant to the provisions of this Declaration. The Architectural Control Committee shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval, permit or authorization; subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by application to the Architectural Control Committee as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

**3.5 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 Structures upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless two (2) sets of plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee in the Design Standards.

**3.6 Approval of Plans and Specifications.** The Architectural Control Committee will make the final approval decision in writing based on siting, exterior elevations, materials and details. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, one copy of such plans and specifications, as approved, will remain for permanent records of the Architectural Control Committee, and one approved set of plans and specifications bearing such approval, in writing, together with any conditions imposed, will be returned to the builder submitting the same to be retained as the "Builder's Approved Set" must be first submitted for the Architectural Control Committee's approval prior to construction of those changes. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the 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, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter; provided that there has

7 | Page

607



BK:1196 FG:608

been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

**3.7 Disapproval of Plans and Specifications.** The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- (a) the failure to include such information in such plans and specifications as may have been reasonably requested;
- (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;
- (c) any other matter which, in the judgment of the Architectural Control Committee, 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 as set forth in the Design Standards; or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures.

In any case in which the Architectural Control Committee shall disapprove any plans and specifications 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 Architectural Control Committee 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.

**3.8 Obligation to Act.** The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Failure by the Architectural Control Committee to take action within thirty (30) days after receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

**3.9 Inspection Rights.** Any employee or agent of the Association or the Architectural Control Committee 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 Architectural Control Committee, 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.

**3.10 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 Architectural Control Committee 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 approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, then the Association shall have the rights set forth in section IV.

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608

EK:1196 FG:609

**3.11 Certification of Compliance.**

(a) Upon completion of the installation, construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof or upon the Architectural Control Committee's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the Architectural Control Committee.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

(c) The issuance of a Certificate of Compliance with respect to any Structure shall in no way be construed to certify to any party that such Structure has been built in accordance with any applicable rule or regulation.

**3.12 Fees.** The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to this Declaration. The fee shall be established from time to time by the Architectural Control Committee and published in the Design Standards.

**3.13 Nondiscrimination by Architectural Control Committee.** The Architectural Control Committee shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the Architectural Control Committee 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.

**3.14 No Guaranty of Compliance with Pertinent Laws.** No approval of plans, location or specifications, and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that such standards comply with pertinent law. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in good workmanlike manner. No implied warranties of good workmanship, design, quality, fitness for a particular purpose or merchantability shall arise as a result of any plans, specifications, standards or approvals made by the Home Owner's Association or the Architectural Committee.

9 | Page

609

BK: 1196 PG: 610

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

- 1. No lot shall be further subdivided, except to add a portion or portions thereof to an adjoining lot and without creating a new lot for residential building purposes. Any such recombined lot shall be considered as one lot subject to the terms and conditions of this declaration. Two contiguous lots may be combined and assessed one annual HOA fee, if resurveyed as one lot. Combined lots may not be re-subdivided without approval by ACC.
- 2. Such lots and each and every one thereof, are for single-family residential purposes. Only one such residence shall be erected on any one lot, provided, however, that the owner of any lot may erect a garage or outbuilding for use in connection with such a residence. Nothing in these restrictive covenants shall prohibit the practice of fractional ownership of the aforementioned lots.

No such single family residence shall be constructed so as to contain less than a total of 1,250 square feet living space, exclusive of any carport, garage, basement, cellar, attic, deck, patio and screened or open porch. Provided further, all such residences constructed in accordance with the provisions of this declaration, shall have at least one level above ground, containing no less than 1,250 square feet of heated living space as aforesaid.

3. Restrictions:

A) No mobile homes (single, double, or triple wide) or any factory manufactured homes shall be placed, permanently or temporarily, upon any lot or any subdivision road. It is the express intention hereof that all residences within the subdivision be built on site. Nothing contained herein shall preclude the use of pre-manufactured structural systems, such as roof trusses, joist systems, log home packages, etc., which are specifically designed as separate parts and components to be shipped to the construction site for use or erection as an integral part of on site construction.

B) All exterior wood surfaces of any building shall be either painted or stained, or treated for weathering where a natural appearance is desired. All exterior concrete, cement or cinder block surfaces shall be covered in wood, brick, stone or stucco. No Vinyl Siding is allowed.

C) No chain link fences of any dimension or satellite (TV) dishes larger than 14 inches in diameter shall be installed as to be open to view from any subdivision road. No outside TV antenna shall be constructed.

D) In order to maintain a natural wooded appearance and provide for vegetative cover, no more than 60% of existing trees which are over five inches in diameter as measured five feet above ground level, shall be removed from any of the subject lots, except as

10 | P a g e

610

BK 1196 PG 611

otherwise provided for herein. Further, there shall be no clear cutting (removal of all trees) between any building setback line and subdivision road right of way.

Additionally, any portion of the subject lots which, by land disturbing activity have been altered from their natural state, shall be landscaped. Landscaping shall include shrubs, trees, grass, and other like vegetative planting and which shall be kept maintained, properly cultivated and free of trash debris and other unsightly material. Landscaping shall be installed no later than 30 days following completion of any residential structure or other land disturbing activity.

Nothing contained in this numbered provision shall prohibit the following:

- a) The removal of dead or diseased trees as may be reasonably required for the protection of the lot owner or others from property damage or bodily injury.
- b) The installation, planting and maintenance of gardens appurtenant to the residential use of the lot;
- c) The installation or maintenance of swimming pools, terrace walls, or other permanent on or below ground fixtures to the realty.

E) No commercial signs, except:

- a) lot owner's or real estate brokers' signs of "for sale" or "for rent. All signage must be approved by Developer or ACC prior to placement;
- b) signs placed by the Developer for the identification, promotion, and sale of lots within the subdivision, or homes erected thereon; or
- c) street name or traffic control signs placed by the Developer or appropriate governmental authority; or
- d) Such signs as may be required by legal proceedings; shall be erected or maintained upon any lot or subdivision road;
- e) Developer retains the right to remove any unapproved signage.

F) Notwithstanding any of the restrictions set forth above, the association be empowered to authorize exceptions to such restrictions where in its reasonable judgment where granting such exceptions shall not materially adversely impact the appearance, and or value of the abutting property of the subdivision.

4. When two or more lots are acquired and maintained as a single building site, the side lot lines shall refer to the lot lines bordering adjoining property owners. The setbacks will be 30 feet from the centerline of the road and 10 feet from the rear and side lot lines.
5. All utility lines, including electrical, telephone, gas, water, cable TV, or other wire or pipe of any kind shall be installed and maintained underground.
6. When the construction of any building is once begun, work thereon must proceed diligently and the execution of the exterior thereof shall be completed within twelve (12) months after the construction commences, except where fire or other natural

11 | Page

011

BK: 1196 FG: 612

casualty makes completion impossible within the twelve (12) month period. In the event of fire or other casualty causing damage to a structure, such damage shall be repaired, or such structure shall be removed (including debris) within six (6) months from the date thereof. No outbuilding, garage, shed, tent, travel trailer, basement, or temporary building shall be used for permanent residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the actual construction of any residential structure on such property, nor the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within thirty (30) days from completion of the building construction. All driveways shall be paved or graveled within sixty (60) days from the completion of the exterior of the residential building. In the event weather conditions do not reasonably permit paving or graveled within the said period of time, such paving or graveled shall be completed as soon as reasonably practical, and in any event no later than (6) months following completion of substantially all of the exterior of the building.

7. All drainage ditches must be maintained and kept free of any obstructions which may hinder or alter drainage flow. Any driveways, walkways etc. must have a drainage culvert installed in order to allow proper drainage.
8. No animals, birds, livestock, poultry, or fowl of any kind shall be raised, kept or bred on any lot, except for ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose.
9. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services shall be conducted on or from any lot. Provided, however, that nothing contained herein shall prohibit the Developer, its agents, successors, or assigns, or any lot owner, from constructing one or more single family residences (in accordance with these covenants and restrictions) for the purpose of sale thereof, or as a model, and exhibiting the same or inviting prospective purchasers to the same for the purpose of making such sale; nor shall the Developer or any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purpose of selling such lot (s).
10. No wrecked or unlicensed (untagged) motor vehicle, utility trailer, camper trailer, recreation vehicle (RV), junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored, enclosed in a building so as not to be subject to view by lot owners or from subdivision roads. Licensed operational vehicles, to include Recreational Vehicles, boats, trailers and campers may be stored behind or beside the home, not protrude past the forward face of the home. Further, no trash, garbage, or rubbish or other wastes shall be kept upon any lot except in closed, sanitary containers. Nothing contained herein shall prevent the

12 | Page

612

BK=1196 FG=613

- temporary use and location upon any lot, of a camper trailer by any lot owner or their invitees, for a period of no more than seven (7) days per month
11. It shall be the responsibility of each lot owner to prevent the development of noxious, unclean, unsightly, or un-kept condition of any building or grounds on said owner's lot which decreases the beauty of the neighborhood as a whole or of a specific area; provided, however, that conditions which are normal, usual or customary to similar construction shall be permitted during the actual period of construction or improvements on any lot. Unimproved lots shall be kept in reasonable neat fashion and bush hogged or mowed at least annually. The Developer reserves the right to perform said mowing or bush hogging if the owner does not and the lot owner shall pay a normal and reasonable fee for this mowing.
  12. The Developer reserves unto itself, its successors and assigns, perpetual, alienable, and nonexclusive right of way over, on and across all subdivision road rights of way for the purpose of ingress, egress and regress, and also reserves an easement for the purpose of constructing, erecting, maintaining and using electric, telephone, cable TV, water, gas, sewer and drainage lines or other utility lines, and reserves a right and easement 10 feet wide on each side of the roadway for the purpose of installing utility lines herein named. Said easement and right of way is for the benefit, use and enjoyment of the Developer and its successors and assigns, and every conveyance of lands herein restricted shall be deemed subject to said easement while conveying to the grantee under said conveyance a similar right, appurtenant to his land, to the benefit, use and enjoyment of said easement and right of way in common with the Developer, its successors and assigns, and other lot owners who have similar right appurtenant to their lands. Developer specifically reserves unto itself, its successors and assigns, the aforescribed rights of way for ingress, egress and regress, and for the installation and maintenance of utilities, as aforesaid, over, on and across all subdivision road rights of way, for the benefit of and for service to any and all adjoining properties of Developer. Each lot owner shall allow such further easements and rights of way as may be reasonably necessary to provide utility services to other lot owners, and for the maintenance thereof. Any and all claims for damages arising out of construction, maintenance, and repair of utility service lines, or on account of temporary or other inconveniences caused thereby, against the Developer or any of its agents or employees are hereby specifically waived by the lot owners.
  13. The Developer hereby reserves the right (without obligation) to dedicate the subdivision road rights of way to an appropriate governmental agency.
  14. Each lot owner shall own title to that property which lies between such lot and centerline of any subdivision road right of way bordering such lot, subject to the reservations and conditions set forth in this declaration. Nothing contained herein shall be deemed to impose any affirmative obligation upon Developer for the future upkeep and maintenance of the subdivision roads.

13 | Page

613

BK:1196 FG:614

15. As hereinafter provided, the Developer shall form a Property Owners Association known as "Hawks View Homeowners Association". Such association shall be formed as a not-for-profit civic organization. The association shall be entitled to maintain the Subdivision roads and common areas, collect dues and assessments from Owners for common expenses and reasonable reserves, implement and observe the Reservations, Covenants and Restrictions for Hawks View and conduct such other reasonable and necessary activities not inconsistent herewith which will, in the reasonable opinion of the Board promote, directly or indirectly, the recreation, health, safety, welfare, common benefit and enjoyment of the Owners.
16. Upon its formation, all Owners shall automatically be members in the Homeowners Association.
17. Upon its formation, the Hawks View Property Owners Association shall adopt Articles of Incorporation and Bylaws.
18. The Subdivision is designed as a private community. The roads, power line easement and common area will be maintained by the Developer until such time as Developer shall form the Association as described. Thereafter the roads and power line easement will be exclusively maintained by the Association. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer may, in its sole discretion, hereafter by authorized and entitle to dedicate its reserved interest in all roads encumbered by this Declaration, to the county authority, to be used and/or maintained in accordance with such authority's ordinances, regulations, statutes, or the like, even if such should conflict with the provisions of the Declaration.
19. Owners shall be liable to the Developer or the Association, as the case may be, for any damages caused by the Owner, its invitees, employees and subcontractors, to the roads or common areas.
20. Each Owner, by acceptance of a deed or instrument conveying title to a Lot, shall pay to the Developer (or instead to the Association once the same is formed) a fee of \$700.00 for each such Lot purchased by such owner, which shall constitute an assessment for the first year of ownership of such Lot. The assessment for all such Lots purchased after January 15<sup>th</sup> shall be prorated as of the date of closing. Said payment shall be applied toward the maintenance and upkeep of the Roads and Common Areas, and administrative expenses relating to the Property.
21. Commencing on January 15<sup>th</sup> of the year following the Owners purchase of the Lot, there shall be assessed against each Lot owned by any Owner, an annual Assessment levied by the Developer (or instead by the Association once it is formed) to be used exclusively for providing for the common welfare of the residents of the Development, including but not limited to, the acquisition, improvement, and maintenance of the Roads and Common Areas, the enforcement of the Declaration,

14 | Page

614

BK:1196 PG:615

- and, once formed, the payment of the necessary operating costs, debts and administrative and other expenses of the association.
22. The Developer (or the Association) shall not be obligated to spend in any calendar year, all the sums collected and may carry forward as surplus any balances remaining after payment of expenses incurred. Nor shall the Developer or the Association be obligated to apply any surplus to offset any assessment in any succeeding year, but may accumulate funds in order to provide financial security for the protection and maintenance of the Roads and Common Areas and the common needs of the Property as a whole.
  23. Each Owner also covenants to pay to the Developer (or instead to the Association once the same is formed) any special assessments for reasonable and customary capital improvements and expenses (excluding those capital improvements set forth in paragraph) deemed necessary by the Developer or the Association, which may from time to time be levied against each Lot owned by such Owner.
  24. Annual assessments shall be prorated equally amongst the Owners by dividing the total number of Lots in the Subdivision (together with any Additional property encumbered by this Declaration) by the number of Lots owned by each such Owner.
  25. There shall be a continuing charge and lien upon every Lot upon which the aforesaid annual and special assessments are made to secure payment thereof, and all interest thereon accruing at a rate per annum equal to the prime lending rate plus 4% adjusted monthly from the due date, together with late fees and the costs of collection including without limitation, reasonable attorneys' fees. 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 a mortgage, deed to secure debt, or other instrument, except for (a) any security deed in which a security interest has been given to secure repayment of purchase money given to finance construction, repair or purchase of an improvement; and (b) any liens made superior by operation of law. Any assessment not paid within thirty (30) days of the due date shall incur a single late charge of \$50.00.
  26. Assessments shall be due and payable on the date an assessment statement is rendered by the Developer or the Association; however no interest or late charges shall accrue so long as payment is received within thirty days there from.
  27. Notwithstanding anything contained herein to the contrary, the Developer shall not be subject to or liable for any special or annual assessments. So long as Developer is the owner, each Lot shall be exempt from the assessments, charges and liens created herein.
  28. The Assessments herein describe a personal liability of the Owner and not merely a lien against the Lot. The sale of an Owners Lot shall not relieve such Owner from personal liability for any assessment or fees which are owed at the time of such sale.

15 | Page

615



BK:1196 FG:616

29. The Association may be established as a Georgia non-profit corporation.
30. The Developer shall form the Association at such time as the first of the following events occur:
- (a) When 90% of the Lots on the Property and such other Additional Property which may be subjected to these covenants have been conveyed, by either the Developer or by a Builder who purchased the Lot from the Developer for the purpose of erecting a dwelling thereon, to an individual Owner for residential occupancy; or
  - (b) Fourteen years after the recording of this Declaration; or
  - (c) At such earlier time as the Developer may, in its discretion, determine.
31. Notwithstanding anything contained herein to the contrary, in the event the Developer forms the Association prior to the occurrence of the first of the events described in paragraphs 3 a) or b), above, until such time as one of such events has occurred, the Developer reserves the right to appoint the members of the Board and the Officers, all of which persons appointed by Developer may be non-Owners.
32. Voting Rights. The Association shall have two classes of voting Membership, to-wit, class A and Class B. Every person who is an Owner, with the exception of the Developer, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person has an ownership interest in the same Lot, the vote for such Lot shall be exercised as such persons determine between/amongst themselves. However, in no event shall more than one vote be cast with respect to any single Lot. In the event of an attempt by two or more of such persons to cast the vote for a single Lot, the vote for such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the sale of a Member's Lot.
33. The Developer shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters coming before the association.
34. The Class B member shall be entitled to seven (7) votes for each Lot owned by it. The Developers Class B membership shall cease and shall be converted to Class A membership at such time as ninety percent (90%) of the Lots which may be developed on the Property and on the Additional Property subjected to these covenants has been conveyed, by either the Developer or by a Builder who purchased the Lot from the Developer for the purpose of erecting a dwelling thereon, to an individual owner for residential occupancy.
35. The Developer and the Association (once the same is formed), shall have the right, but not the obligation, to suspend or restrict any and/or all privileges and benefits (including the right to vote and the right of enjoyment of the Common Areas) of or for all Owners who have not paid their fees, dues and assessments; to levy late

16 | Page

616

BK: 1196 FG: 617

- charges for all unpaid and owing fees, dues and assessments; to file liens in the chain of title as to any Lot having past due fees, dues, and assessments; and to enforce collection of fees, dues and assessments by an action at law for damages, which right of action shall include the right to recover all reasonable and necessary attorney's fees and expenses incurred in connection therewith. The rights herein granted are in addition to, and not in lieu of, any other rights which may belong to the Developer and the Association by virtue of this Declaration and by law.
36. The covenants, restrictions, easements, Reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and their heirs, successors and assigns; provided, however, that the Developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of one year from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners, provided that no such amendment shall abrogate the easement rights set forth in paragraph 17 hereof.
  37. Enforcement of these covenants, restrictions, easements, reservations, terms and conditions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. Either the undersigned Developer or any successor in title to the undersigned Developer, of any of the property affected hereby may institute such proceedings. Invalidation of any one of the provisions of this instrument by a judge or order of a court of competent jurisdiction shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.
  38. If anyone shall violate any of the provisions of this Declaration, it shall be lawful for any person owning any of the Property in the Subdivision, including the Owners, the Developer (so long as it is an Owner), and/or the Association to prosecute any proceeding at law and/or in equity to enjoin such violation and/or to recover damages as may be proven, including but not limited to the recovery of reasonable attorneys' fees and expenses incurred in the enforcement hereof. The failure of the Developer, the Association, or of any Owner to enforce any violations of this Declaration shall in no event be considered a waiver of the right to do so thereafter as to the same or any other violation.
  39. Each term, provision, restriction, and condition of the Declaration is severable and distinct from each and every other term, provision, restriction, and condition herein contained. Should any one or more such terms, provisions, restrictions, and conditions be deemed illegal, invalid, or enforceable, its/their failure shall not affect the validity or enforceability of the remaining terms, provisions, restrictions, and conditions, which shall remain in full force and effect.
  40. This Declaration shall run with the land and be binding for a period of twenty-five (25) years from the date of recording, after which time it shall automatically be renewed unless terminated as provided herein. Each such renewal shall be for a

17 | P a g e

617

BK: 1196 PG: 61B

successive period of ten (10) years, and there shall be no limit on the number of times such covenants shall be renewed.

41. To terminate a covenant, at least 2/3 of the persons owning Lots affected by such covenant shall execute a document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of Lots affected by the covenant, and a description of the covenant(s) to be terminated, which may incorporate by reference to another recorded document. By signing such document, each such person shall verify that he or she is a record owner of property affected by the covenant. Such document shall be recorded in the office of the clerk of the Superior Court of Union County no sooner than but within two years prior to the expiration of the initial 25 year period or any subsequent 10 year period. The clerk of the Superior Court shall index the document under the name of each record owner appearing in the document.
42. The Developer (but not the Association) retains the absolute right to amend this declaration, in whole or in part, as it may deem necessary, by the recording of an amendment upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners purchasing lots after the date of recording of any amendments. The Association may amend in whole or in part this Declaration by a written instrument executed by no fewer than the Owners of at least 2/3 of the total number of Lots in the Property and any Additional Property which may be subjected to this Declaration. Any such Amendment shall become effective upon recording the same in the Records of the Clerk of the Superior Court of Union County.
43. The Developer reserves the right to annex to the Property other property including any adjoining tracts, or tracts which would otherwise adjoin the Property were they not separated by a road or natural barrier. Developer further reserves the right to subject other tracts or parcels of land located in Union County, Georgia to this Declaration.
44. Notwithstanding anything contained herein to the contrary, the Developer reserves the right to amend any lot size including but not limited to the right to subdivide or combine any one or more lots, and to change the boundaries thereof, and may record an amended Plat or survey contrary to the Plat and/or any Subdivision Plat which is of record at the time of any Owner's purchase of any Subdivision Lot.
45. These covenants shall be construed in accordance with Georgia law. In the event a dispute should arise involving Developer, the Association, and/or any Owner, by acceptance of a deed conveying title to any property encumbered by this Declaration, the parties expressly consent to the jurisdiction of a Georgia Court, and to the venue of a court of competent jurisdiction located in Union County, Georgia.

18 | Page

61B

BK:1196 PG:619

ARTICLE V  
ENFORCEMENT

**5.1 Right of Enforcement.** This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by:

- (a) (intentionally omitted);
- (b) the association;
- (c) each Owner, his legal representatives, heirs, successors and assigns.

**5.2 Right of Abatement.**

(a) In the event of a violation or breach of any Restriction contained in this Amended 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."

(b) The "Right of Abatement," as used herein, 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 and reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or 18% per annum to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of this Declaration. 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 under Article IV; and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (A) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (B) to finance the construction, repair or alteration of the Structures.

**5.3 Specific Performance.** Nothing contained in this Amended Declaration shall be deemed to affect or limit the rights of 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.

19 | Page

619

BK:1196 PG:620

**5.4 Collection of Assessments and Enforcement of Lien.** Any Assessments which are not paid when due shall be delinquent. Any Assessment due for a period of thirty (30) days shall incur a late charge of Fifty Dollars (\$50.00). In the event that the Assessment remains due and unpaid for a period of sixty (60) days, the Association, through the Board, may institute suit to collect such amounts or to foreclose its lien. Each Owner, by his acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring actions against him personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

**5.5 No Waiver.** The failure of the Association, a current or future owner of any Lot, or its or their respective legal representatives, heirs, successors and assigns, to enforce and 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 VI

##### DURATION AND AMENDMENT

**6.1 Duration.** This Declaration and the Restrictions contained herein shall run with and bind the Submitted Property for a period of twenty (20) years from and after the date when the Declaration was filed for record with the Clerk of the Superior Court of Union County, Georgia, after which time this Amended 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 instrument, pursuant to a resolution approving such termination which is approved by a Two-Thirds Vote.

6.2 (Intentionally omitted)

**6.3 Amendments by Association.** Amendments to this Amended Declaration shall be proposed and adopted in the following manner:

(a) 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 Owner.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Owners. Such amendment must be approved by a Two-Thirds Vote; provided, however that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee.

(c) The agreement of the required percentage of the Owners to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated

20 | Page

620

BK: 1196 PG: 621

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 Amended Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

## ARTICLE VII

MISCELLANEOUS

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

7.2 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.

7.3 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Amended Declaration.

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

7.5 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Association, the Architectural Control Committee, an Owner, or any other person, shall be made in writing. All such notices, requests, objections, agreements, approvals, disclosures or consents shall be in writing and shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, at the addresses set forth below:

(a) The Association: The home address of the current President of the Association, as registered with the Association (as an Owner) in accordance with the Bylaws

(b) Owners: Each Owner's Address as registered with the Association in accordance with the Bylaws.

Any such notice, request, objection, waiver, rejection, agreement, approval, disclosure or consent shall be deemed received by the party to whom addressed on the date appearing on the return receipt therefor. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received by the other party shall constitute receipt of the notice, demand or request sent. Any item delivered by personal delivery shall be deemed received on the date of personal delivery.

7.6 No Liability. Declarant, using best efforts and all due diligence, prepared and recorded the Declaration so that each and every Owner would have the right and the power to enforce the terms and provisions of the Declaration against every other Owner, and the Association, using best efforts and all due diligence, has prepared and recorded this Amended Declaration so that each and every Owner shall have the right and the power to enforce the terms

21 | Page

621

BK:1196 PG:622

and provisions of this Amended Declaration against every other Owner. However, in the event that either the Declaration or this Amended Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, neither Declarant or the Association shall have any 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 neither Declarant nor the Association shall have any such liability. Neither the board, the directors, the officers of the Association, nor Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such board, directors, officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify, defend and hold harmless each of the board, directors, officers and Declarant, and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns, in accordance with the provisions of the Bylaws. Nothing herein contained shall make responsible or subject to liability any successor to Declarant by operation of law or through purchase of Declarant's interest in the Submitted Property (or any part thereof) at foreclosure, sale under power, or by deed in lieu of foreclosure, for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the time such successor succeeded to the interest of Declarant.

7.7 Constructive Notice. Each Owner, by acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declaration.

IN WITNESS WHEREOF, LIN-PRO, LLC has caused this Declaration to be signed in its name this 18<sup>th</sup> day of May, 2020.

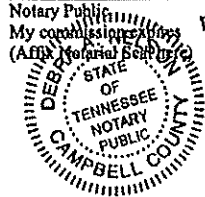
LIN-PRO, LLC, a Georgia limited liability company

*[Signature]*  
By: Paul Provins, III - Member

Signed, sealed and delivered in the presence of:

*[Signature]*  
Unofficial Witness  
*[Signature]*

Notary Public  
My commission expires my COMM exp. 1-9-21



22 | Page

622

After Recording Return To:  
Lence Law Firm, PC  
67 Sears Way  
Blairsville, GA 30512

Order No: 2005-CC-258-L

DOCH 002712  
FILED IN OFFICE  
6/1/2020 10:38 AM  
BK:1196 PG:623-624  
JUDY ODOM  
CLERK OF COURT  
UNION COUNTY

*Judy Odom*

LIMITED WARRANTY DEED  
REAL ESTATE TRANSFER  
TAX PAID: \$60.90

STATE OF FLORIDA  
COUNTY OF LEE

THIS INDENTURE, made this 29th day of May, 2020, between JL-Blairsville, LLC, an Alaska limited liability company, as party or parties of the first part, hereinafter called Grantor, and Karl W. Triche and Janet B. Triche, as party or parties of the second part, as joint tenants with survivorship and not as tenants in common, hereinafter called Grantees.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

GRANTEE, by acceptance of this Limited Warranty Deed, shall not sell or transfer the above described lot for a period ending three (3) years from the date of this Limited Warranty Deed, unless such transfer is to a direct family member for estate planning purposes.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

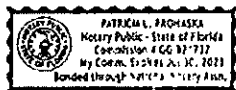
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-8-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 29th day of May, 2020.

JL-Blairsville, LLC, an Alaska limited liability company  
BY *[Signature]*  
Kenneth C. Holzman  
Managing Member's Representative

Signed, sealed and delivered in the presence of  
*[Signature]*  
Unofficial Witness  
*[Signature]*  
Patrick L. Prohaska, Notary Public  
My Commission Expires: 7/30/23



623