



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.

CROSS REFERENCE DB 614, PG 731-736
UNION COUNTY GEORGIA RECORDS

AMENDED
**DECLARATION OF RESTRICTIONS, LIMITATIONS AND
COVENANTS RUNNING WITH THE LAND**
Of
The Hills at Queens Gap Subdivision

This Amendment to Declaration of Restrictions, Limitations and Covenants Running with the Land, made this the ^{20th} day of April, 2011, by WATERFRONT GROUP QUEBENS GAP, LLC a Georgia limited liability company, hereinafter called "Declarant:"

WHEREAS, the Declarant is the owner of the real property known as The Hills at Queens Gap Subdivision and referenced in the Declaration of Restrictions, Limitations and Covenants Running with the Land set forth in Book 614 at page 731 -- 736, as amended in Book 624 at Page 630 - 631 in the public records of Union County ("the Original Declaration"), and;

WHEREAS, Declarant herein is the owner of all of the remaining land formerly held by the original Developer, including all the platted lots, and land which is shown on the recorded plats as "future development". Declarant rights held by the original Declarant have been specifically conveyed to Declarant herein. The original declaration is subject to being amended by the owners of 75% of the owners of the lots in said subdivision.

WHEREAS, the Declarant is the owner of more than 75% of the platted lots The Hills at Queens Gap Subdivision, and pursuant to the terms of the original declaration, Declarant desires to amend the referenced Declaration in the following particulars.

NOW, THEREFORE, the Declarant hereby declares that the real property described in the original Declaration, together with the additional property described in Article 1 hereof, is and shall be held, transferred, sold and conveyed subject to this Declaration, and that the previous Declaration and the amendment referenced above shall be superceded by this Declaration and shall be null and void from and after the recordation of this Declaration..

ARTICLE I
The Hills at Queens Gap Subdivision

The real property which is and shall be, held, transferred, sold and conveyed subject to this Declaration is located in Union County, Georgia, and is more particularly described as follows:

See attached Exhibit A incorporated herein by reference

Together with all roadways and other common areas or appurtenant common rights of way as are shown on the plat or as may actually exist, as the same may be revised from time to time.

Such property described above is sometimes referred to herein as the "Subdivision" or "Development." Each individual numbered lot as shown on the above described plat or on any future plat of any portion of the property is referred to herein as a "Lot."

ARTICLE II
Definitions

1. "Association" or "Property Owners Association" means Queens Gap Subdivision Property Owners Association, a Georgia Non-Profit Corporation organized by the Declarant. The membership of the Association shall consist exclusively of all the lot owners and the Declarant.
2. "Declarant" is Waterfront Group Queens Gap, LLC, a Georgia Limited Liability Company, their successors and assigns. All special Declarant rights as herein defined may be transferred only by written instrument recorded in Union County, Georgia, executed by transferor.
3. "Common Area" or "Common Element" means any real estate within The Hills at Queens Gap Subdivision, other than a lot, owned by the association, and specifically includes rights of way held for, and roadways constructed for the general use of lot owners, and any associated parking areas or other areas intended for the common use of all the lot owners. During the period of Declarant control, the Declarant shall retain the exclusive right and power to modify, eliminate or add to the Common Areas or Common Elements so long as access to any previously lot is not impaired.
4. "Common Expense" means expenditures made by or financial liabilities of the association, together with any allocations to reserves.
5. "Common Expense Liability" means the liability for common expenses allocated to each lot as permitted by this declaration, by the Act, or otherwise by law.
6. "Lot Owner" means the Declarant or other person who owns a lot, but does not include a person having an interest in a lot solely as security for an obligation.
7. "Special Declarant Rights" means rights reserved for the benefit of a Declarant including, without limitation, the right (i) to complete improvements indicated on plats and plans filed with the declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iv) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (v) (vii) to appoint or remove any officer or executive board member of the association or any master association during the period of Declarant control, or (vii) to amend the subdivision plat or this Declaration.

ARTICLE III
Owners Easement of Enjoyment

Every owner of any lot shall have a right and easement of enjoyment in and to the common areas, including roads, which shall be appurtenant to and shall pass with the title to every lot, subject to the following reservations:

1. Easements, restrictions, reservations and rights of way as may actually exist, or as shown on the recorded plats, or as set out herein, including but not limited to utility easements, setbacks and roadways.
2. Rights reserved herein to the Property Owners Association, including but not limited to the right to impose reasonable regulations on the use and enjoyment of the lots and of the common areas, the right to dedicate or transfer parts of the common area to any public agency, the right to suspend an owner's voting rights and rights to use the common areas for non-payment of any assessment or for infraction of the published rules and regulations of the Association.
3. Rights reserved to the Declarant as set forth herein.
4. No portion of any of the subdivision, including any lot or common area, shall be used as a road right of way or easement for the purpose of connecting or accessing any adjoining property which is not part of the subdivision for residential purposes, without the express written consent of Declarant which must be recorded in the Office of the Clerk of Superior Court for Union County, Georgia.
5. The Association shall have an easement for maintenance, installation and repair of utilities along a 15 foot easement centered along all side lot lines, and along both sides of all subdivision streets.
6. The rights of others in and to the use of a portion of the subdivision roadways which leads or may lead to adjoining property. The Declarant reserves the right to make such agreements respecting the maintenance of

any such jointly used roadway as may be necessary and appropriate to maintain such road in conjunction with others using such roadway. The Association shall maintain all private drives that shown on recorded plats.

7. Public Utility water lines are installed or shall be installed to Phases 1, 1A, and 1B within The Hills at Queens Gap Subdivision, and may or may not be installed to additional Phases. Where water lines are installed for water service to a particular lot, then access to such system is required by local ordinance. Approved tap fees payable to the utility, and installation of water lines from the public system to a residence are responsibilities of the lot owner to be paid at the time building improvements are made.

ARTICLE IV Protective Covenants

1. No Lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot; however household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes and are not allowed to constitute a nuisance to Lot Owners. Horses or ponies are allowed so long as sufficient pasture is provided and maintained to sustain such animals, with a minimum of one acre for any pasture. Each Lot owner shall maintain any improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot. No parking or storing of any junked, inoperable or unlicensed automobiles, trucks or heavy equipment is permitted on any Lot or road in the Development.
2. The following lots in Phase I and 1A may, subject to approval of the appropriate local jurisdictional requirements and the following provisions, be subdivided one time so long as each resulting lot is at least one acre in size: Lots 4, 19, 20, 32, 34 and 57. This provision overrides the note on the recorded plat of such section. In Phase 1B, any lot larger than 2 acres may be subdivided so long as each resulting lot is at least one acre. In the case of any subdivision, the resulting lots must have a septic approval from Union County prior to subdivision. Upon recording of a plat depicting the subdivided lots, each lot shall be separate members of the Association and shall pay separate dues from the time of such division. All of the provisions of these covenants shall separately apply to both lots. No subdivision of a lot with an existing structure may result in a violation of the setback requirements without the prior issuance of a variance from the Association.
3. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling and associated structures as set forth herein. Any residence must be constructed in accordance with the guidelines set forth in this declaration. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1,100 square feet with a minimum of 800 square feet on the first floor or level of the home built above the basement of the house. On a multi-level structure, a full walk-out basement can be considered part of the square footage if it is heated space, has a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet; however the basement cannot and will not be considered as the first floor of dwelling. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.
4. A guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse cannot exceed the primary building either in height or square footage. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction. Guest suites may be constructed prior to construction of the primary residence, however the primary residence must be completed within three years of completion of a separate guest suite.
5. In addition to the guest suite, no more than one outbuilding may be constructed on any Lot. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be fully enclosed.
6. Any grading or other land use which creates erosion runoff into streams or other Lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

7. Any land disturbing activity shall comply with the rules of the Georgia Division of Environmental Protection, and specifically any applicable provisions of the Criteria for Mountain Protection as set forth in Chapter 391-3-16 of the Georgia Administrative Code. Any such activity may also be subject to ordinances of Union County which protect the area from excessive erosion, groundwater depredation, and ground instability. In the case of any conflict between these restrictions and such State or Local Law, the provisions of Law shall apply.
8. There shall be no single-wide or double wide mobile homes. Modular homes are allowed so long as the same are constructed with a roof pitch of at least 6/12, or 50%.
9. Cutting of commercial timber on any lot is strictly prohibited.
10. No structure, other than a fence, may be built within fifteen (15) feet of any property line or of any right of way for any subdivision roadway or private drive serving another lot. Such setback requirements are subject to additional setbacks shown on any recorded plat with respect to watercourses, wells and the like. An easement for installation and maintenance of utilities, and for construction and maintenance of drainage facilities is hereby reserved in favor of the Association, located fifteen (15) feet in width along all side Lot lines and along all Lot lines fronting on any road in the Subdivision.
11. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure.
12. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Lots, streets and areas in the Development outside the Lot on which such items are located. Each Lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any Lot in the Development in such a manner as to be visible from any street, or other Lot or area located in the Development.
13. After any improvements are made to any lot, the owner shall keep and maintain such lot in a neat and well-maintained condition, free of unsightly undergrowth, brush piles, felled trees and the like, and shall keep yards and other open areas of the lot neatly trimmed and either mowed or landscaped.
14. This development is not to be used as a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than seven (7) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.
15. Hunting is not allowed at any time or on any part of the subdivision, and no firearm shall be discharged within the Development.
16. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.
17. The Declarant reserves the right to erect any signs in The Hills at Queens Gap Subdivision. Signs may be erected by individual Lot owners but must meet the following criteria:
 - Signs must be neat, clean and made of metal or wood material only.
 - Signs must measure one (1) foot by one (1) foot in size.

- Signs must be of tan or beige color for the background of the sign with the border of the sign in black.
- Lettering for the sign must be black in color and said lettering must be professional in appearance.
- Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree.
- Only one (1) "For Sale" or "For Rent" or similar sign for the sale or rent of a property may be placed on a lot at any given time.
- Builders may erect a sign only during construction of the home and said sign must follow the above criteria.
- Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- Declarant is not required to follow the above criteria when placing signage within Hills at Queens Gap Subdivision.
- Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the Queens Gap Subdivision Property Owners Association.
- No "For Sale" signs may be erected on any Lot until Declarant has conveyed all lots within The Hills at Queens Gap Subdivision unless written approval has been given by the Declarant. Any "For Sale" signs erected on any lot within The Hills at Queens Gap Subdivision before conveyance of all lots and without written approval by the Declarant may be removed by the Declarant.

ARTICLE V Building Standards

The requirements of any improvements and the standards set forth below shall be enforceable by the Association acting through the Executive board, or by any other lot owner within the subdivision.

1. If damage and/or wear and tear to subdivision roadways is attributable to construction of any improvement, then the property owner for whose benefit the improvement was made will be liable for any costs of repair.
2. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.
3. Any land disturbance must be stabilized promptly and permanently repaired in accordance with state and local regulations, and so as to prevent any off-site sedimentation.

The following are "Building Standards" as created by The Hills at Queens Gap Subdivision:

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, or fiber cement (i.e. Hardiplank), or any combination is permitted. Vinyl and aluminum siding are not permitted. Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings must be constructed of similar materials and colors as the home. Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.
- No chain-link, barbed wire or other similar wire fencing allowed. All fencing must be constructed of wood, vinyl, stone or wrought iron. Contractor Responsibilities:
- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.

- The Property Owners Association reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Hills at Queens Gap Subdivision en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.

ARTICLE VI
Powers and Duties of the Owners Association

Queens Gap Subdivision Property Owners Association, a Georgia non-profit corporation, (the "Association"), shall have and exercise all of the following rights, powers and authority:

1. Adopt and amend bylaws and rules and regulations applicable to the subdivision.
2. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
3. Hire and discharge managing agents and other employees, agents, and independent contractors;
4. Institute, defend or intervene in litigation or administrative proceedings on matters affecting the planned community;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of the common elements;
7. Cause additional improvements to be made part of the common elements;
8. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only with approval of two-thirds vote of the membership.
9. Grant easements, leases, licenses and concession through or over the common elements.
10. Impose and receive any payments, fees, or charges for the use, or operation of the common elements, and for services provided to lot owners;
11. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars(\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the association (except rights of access to lots) during any period that assessments or other amounts due and owing to the association remain unpaid for a period or 30 days or longer;
12. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws and rules and regulations of the association;
13. Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
14. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association, or as necessary and proper for the governance and operation of the association.

Queens Gap Subdivision Property Owners Association shall have the following duties and obligations;

1. The Association shall cause the common elements, including the subdivision roadways and the rights of ways appurtenant thereto to be maintained, repaired and replaced when necessary, to assess the lot owners as necessary for such costs, and to recover the costs of such maintenance, repair or replacement as herein provided;

2. The Association shall keep financial records sufficiently detailed to enable the association to comply with the Laws of the State of Georgia with respect to Non-Profit Corporations, and shall make such records reasonably available for examination by any lot owner and the authorized agents of such lot owner. Such records shall include records of meetings of the association and the executive board, cash receipts and expenditures, and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge within 75 days of the close of the fiscal year. An audit of the associations books and records for the current or immediately preceding fiscal year may be required by a vote of the executive board, or of a majority of the lot owners voting at any annual meeting or special meeting duly called for that purpose.
3. In addition to the limitations contained in Georgia Law, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of the executive board or to a business, business associate or relative of an officer or member of the executive board, except as expressly provided for in the bylaws or in payment for services or expenses paid on behalf of the association which are approved in advance by the executive board.
4. The Association shall maintain casualty and liability insurance in such amounts and on such common elements as are insurable.
5. The Association shall cause a meeting of the members to be duly called and held in accordance with this declaration at least once each year.

ARTICLE VII
Executive Board Powers and Duties

There shall be an Executive Board of Queens Gap Subdivision Property Owners Association, which shall consist of such members and officers as determined by the By Laws, and shall have the following duties and obligations;

1. Consistent with the by-laws, this declaration, and existing law, the executive board may act unilaterally in all instances on behalf of the Association. In the performance of their duties, officers and members of the executive board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a non-profit corporation set forth in Georgia Law, and members of the board shall act according to the standards for directors of a non-profit corporation.
2. The executive board may not act unilaterally on behalf of the association to amend the declaration or the by-laws, to terminate the planned community, to elect members of the executive board, or to raise annual or special assessments.
3. The lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present may remove any member of the executive board with or without cause, other than a member appointed by the Declarant.
4. Meetings of the executive board shall be held as provided in the bylaws. At regular intervals, the executive board meeting shall provide lot owners an opportunity to attend a portion of an executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.
5. Within 30 days after adoption of any proposed budget for the Association the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board in the same manner.
6. Notwithstanding any provision to the contrary, no action of the association or the executive board, including the proposal or approval of any budget, shall be effective to raise annual assessments by more than five percent (5%) unless such budget or assessment increase shall be ratified by the affirmative vote of a majority of the lot owners present in person or by proxy at an annual or special meeting called for the purpose of considering such increase, and at which a quorum is present.

ARTICLE VIII
Association Meetings, Membership and Voting Rights

1. In addition to the annual meeting, a meeting of the Association may be called by the president, a majority of the executive board, or by lot owners having ten percent (10%) of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting the secretary shall cause notice to be hand delivered or sent prepaid by U.S. mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.
2. A quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of all the authorized votes are present in person or by proxy at the beginning of the meeting.
3. In the event business cannot be conducted at any meeting of the association or the executive board because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.
4. Meetings of the association and the executive board shall be conducted in accordance with the most recent edition of Robert's Rules of Order.
5. Except for lots owned by Declarant during the period of Declarant control, each lot in The Hills at Queens Gap Subdivision is entitled to one vote in the Association. If only one of the multiple owners of a lot is present at a meeting of the association, the owner who is present is entitled to cast such vote. If more than one of the multiple owners is present, the vote may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Such majority interest is conclusively presumed if any one of the multiple owners casts the vote without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.
6. Votes may be cast by written proxy executed by any lot owner. If a lot is owned by more than one person, each owner may vote, or may register protest to the casting of votes by other owners, by proxy. A lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated. Every proxy expires 11 months after its date, unless a shorter term is specified in the proxy.
7. No votes may be cast on behalf of lots owned by the Association.
8. The Association or the Executive Board may by affirmative action, delegate to one or more committees the responsibility for any authorized actions, so as to facilitate efficient and effective management of the Association.

ARTICLE IX
Assessments for Common Expenses

1. Common expenses shall be assessed against all lots equally, except that no assessment shall be made on any lot owned or beneficially controlled by the Declarant. Until the Association shall make a different common expense assessment, the annual assessment for common expense shall be \$200.00 per lot per year, pro-rated for the remaining portion of any given year when a lot is purchased from Declarant. *Provided however*, assessments payable by lot owners existing at the time of adoption of this amended Declaration shall begin paying annual assessments on January 1, 2012.
2. Payments of annual assessments shall be due 30 days after the beginning of the fiscal year, or otherwise as determined by the Association. Any assessment levied against a lot which remains unpaid for a period of 30 days or longer shall bear interest at the rate of eighteen per cent (18%) per year from the due date thereof, and shall constitute a lien on that lot when a claim of lien is filed in the office of the Clerk of Superior Court of Union County, Georgia.
3. Service charges, late charges and other all other charges imposed on a lot or lot owner by the association as fines, fees, special assessments, penalties or the like under the provisions of Article constitute a similar lien, bear the same interest, and are enforceable under this Article as annual assessments, except as limited by the provisions of law.

4. The Association may collect and enforce any and all such assessments by civil action, by foreclosure under Georgia Law, by judicial foreclosure, or otherwise as provided by law. In any such action the Association may include and shall recover costs or expenses of collection or foreclosure, including reasonable attorney's fees. The collection of attorney's fees in any such action is limited by the requirement in such General Statute that notice of intent to seek attorney's fees must be provided to the lot owner, and that attorney's fees may not be charged unless the debt is contested.
5. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the docketing of the claim of lien in the Office of the Clerk of Superior Court of Union County.
6. The lien created by this Article is prior to all liens and encumbrances on a lot except (i) liens and encumbrances (specifically including but not limited to a deed of trust on the lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the lot.

ARTICLE X
Declarant Control

1. Until such time as Declarant has sold more than 90% of the lots in the subdivision, or until Declarant specifically relinquishes such rights in writing, Declarant shall have the right to appoint each of the members of the Executive Board of the Association, and shall have three votes in the association for every lot owned by Declarant.
2. While Declarant owns any lot, Declarant shall have the right to waive, amend or modify this Declaration, to add land to or withdraw land from the subdivision, to revise the subdivision plat as to any unsold lot or the routes of any subdivision roadways, to dedicate additional common areas, to grant easements and rights of way which benefit the association, or to grant variances from the restrictions contained herein as to any lot or lots.
3. In the exercise of any of the rights set forth herein, Declarant shall have such additional rights and authority as may be necessary to the full and complete enjoyment thereof.

ARTICLE XI
Amendment

1. Except in case of amendment executed by Declarant under the terms of this declaration or by special Declarant right, this declaration may be amended only by affirmative vote or written agreement signed by the owners of at least sixty-seven percent (67%) of the lots in The Hills at Queens Gap Subdivision.
2. Every amendment to this declaration shall be prepared, executed, and recorded in the Office of the Register of Deeds of Union County, Georgia, and shall be effective only upon such recordation.
3. No action to challenge the validity of an amendment adopted pursuant to this article may be brought more than one year after the amendment is recorded.

ARTICLE XII
Miscellaneous Provisions

1. This Declaration, as may be amended from time to time, shall run with the land and shall be binding on all parties, their successors and assigns, and upon all persons claiming by or under them until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by majority vote of the current owners of the Lots described herein, it is agreed to terminate said covenants in whole or in part.
2. Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, WATERFRONT GROUP QUEENS GAP, LLC has caused this instrument to be executed in its name by its Member- Manager, this the day and year first above written.

UNION COUNTY, GEORGIA
FILED & RECORDED April 29,
2011 AT 10:30 A.M.
RECORDED IN BOOK 866 PAGE 68-77

Lucy L. O'Connell
SUPERIOR COURT CLERK

This the day and year first above written.

Witness: William N. Adkins

WATERFRONT GROUP QUEBENS GAP, LLC.

By: William N. Adkins
William N. Adkins, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ann Marie Wilson, a Notary Public of the State and County aforesaid, certify that WILLIAM N. ADKINS personally appeared before me this day and acknowledged that he is a Member-Manager for WATERFRONT GROUP QUEBENS GAP, LLC, a Georgia limited liability company and by authority duly given and as the act of the LLC, he executed the foregoing instrument.

WITNESS my hand and official seal, this the 28th day of April, 2011.

Ann Marie Wilson
Notary Public

My commission Expires: 7/28/12



This document is being re-recorded to attach an Exhibit "A"

UNION COUNTY, GEORGIA
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AT 10:30 AM
April 29, 2011, RECORDED
IN BOOK 866 PAGE 68-77

Judy L. Odum
Superior Court Clerk

CROSS REFERENCE DB 614, PG 731-736
UNION COUNTY GEORGIA RECORDS

AMENDED
DECLARATION OF RESTRICTIONS, LIMITATIONS AND
COVENANTS RUNNING WITH THE LAND
OF
The Hills at Queens Gap Subdivision

This Amendment to Declaration of Restrictions, Limitations and Covenants Running with the Land, made this the 28th day of April, 2011, by WATERFRONT GROUP QUEENS GAP, LLC a Georgia limited liability company, hereinafter called "Declarant:"

WHEREAS, the Declarant is the owner of the real property known as The Hills at Queens Gap Subdivision and referenced in the Declaration of Restrictions, Limitations and Covenants Running with the Land set forth in Book 614 at page 731 - 736, as amended in Book 624 at Page 630 - 631 in the public records of Union County ("the Original Declaration"), and;

WHEREAS, Declarant herein is the owner of all of the remaining land formerly held by the original Developer, including all the platted lots, and land which is shown on the recorded plats as "future development". Declarant rights held by the original Declarant have been specifically conveyed to Declarant herein. The original declaration is subject to being amended by the owners of 75% of the owners of the lots in said subdivision.

WHEREAS, the Declarant is the owner of more than 75% of the platted lots The Hills at Queens Gap Subdivision, and pursuant to the terms of the original declaration, Declarant desires to amend the referenced Declaration in the following particulars.

NOW, THEREFORE, the Declarant hereby declares that the real property described in the original Declaration, together with the additional property described in Article 1 hereof, is and shall be held, transferred, sold and conveyed subject to this Declaration, and that the previous Declaration and the amendment referenced above shall be superceded by this Declaration and shall be null and void from and after the recordation of this Declaration.

ARTICLE I
The Hills at Queens Gap Subdivision

The real property which is and shall be, held, transferred, sold and conveyed subject to this Declaration is located in Union County, Georgia, and is more particularly described as follows:

See attached Exhibit A incorporated herein by reference

Together with all roadways and other common areas or appurtenant common rights of way as are shown on the plat or as may actually exist, as the same may be revised from time to time.

Such property described above is sometimes referred to herein as the "Subdivision" or "Development." Each individual numbered lot as shown on the above described plat or on any future plat of any portion of the property is referred to herein as a "Lot."

ARTICLE II Definitions

1. "Association" or "Property Owners Association" means Queens Gap Subdivision Property Owners Association, a Georgia Non-Profit Corporation organized by the Declarant. The membership of the Association shall consist exclusively of all the lot owners and the Declarant.
2. "Declarant" is Waterfront Group Queens Gap, LLC, a Georgia Limited Liability Company, their successors and assigns. All special Declarant rights as herein defined may be transferred only by written instrument recorded in Union County, Georgia, executed by transferor.
3. "Common Area" or "Common Element" means any real estate within The Hills at Queens Gap Subdivision, other than a lot, owned by the association, and specifically includes rights of way held for, and roadways constructed for the general use of lot owners, and any associated parking areas or other areas intended for the common use of all the lot owners. During the period of Declarant control, the Declarant shall retain the exclusive right and power to modify, eliminate or add to the Common Areas or Common Elements so long as access to any previously lot is not impaired.
4. "Common Expense" means expenditures made by or financial liabilities of the association, together with any allocations to reserves.
5. "Common Expense Liability" means the liability for common expenses allocated to each lot as permitted by this declaration, by the Act, or otherwise by law.
6. "Lot Owner" means the Declarant or other person who owns a lot, but does not include a person having an interest in a lot solely as security for an obligation.
7. "Special Declarant Rights" means rights reserved for the benefit of a Declarant including, without limitation, the right (i) to complete improvements indicated on plats and plans filed with the declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iv) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (v) (vi) to appoint or remove any officer or executive board member of the association or any master association during the period of Declarant control, or (vii) to amend the subdivision plat or this Declaration.

ARTICLE III Owners Easement of Enjoyment

Every owner of any lot shall have a right and easement of enjoyment in and to the common areas, including roads, which shall be appurtenant to and shall pass with the title to every lot, subject to the following reservations:

1. Basements, restrictions, reservations and rights of way as may actually exist, or as shown on the recorded plats, or as set out herein, including but not limited to utility easements, setbacks and roadways.
2. Rights reserved herein to the Property Owners Association, including but not limited to the right to impose reasonable regulations on the use and enjoyment of the lots and of the common areas, the right to dedicate or transfer parts of the common area to any public agency, the right to suspend an owner's voting rights and rights to use the common areas for non-payment of any assessment or for infraction of the published rules and regulations of the Association.
3. Rights reserved to the Declarant as set forth herein.
4. No portion of any of the subdivision, including any lot or common area, shall be used as a road right of way or easement for the purpose of connecting or accessing any adjoining property which is not part of the subdivision for residential purposes, without the express written consent of Declarant which must be recorded in the Office of the Clerk of Superior Court for Union County, Georgia.
5. The Association shall have an easement for maintenance, installation and repair of utilities along a 15 foot easement centered along all side lot lines, and along both sides of all subdivision streets.
6. The rights of others in and to the use of a portion of the subdivision roadways which leads or may lead to adjoining property. The Declarant reserves the right to make such agreements respecting the maintenance of

any such jointly used roadway as may be necessary and appropriate to maintain such road in conjunction with others using such roadway. The Association shall maintain all private drives that shown on recorded plats.

7. Public Utility water lines are installed or shall be installed to Phases 1, 1A, and 1B within The Hills at Queens Gap Subdivision, and may or may not be installed to additional Phases. Where water lines are installed for water service to a particular lot, then access to such system is required by local ordinance. Approved tap fees payable to the utility, and installation of water lines from the public system to a residence are responsibilities of the lot owner to be paid at the time building improvements are made.

ARTICLE IV Protective Covenants

1. No Lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot, however household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes and are not allowed to constitute a nuisance to Lot Owners. Horses or ponies are allowed so long as sufficient pasture is provided and maintained to sustain such animals, with a minimum of one acre for any pasture. Each Lot owner shall maintain any improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot. No parking or storing of any junked, inoperable or unlicensed automobiles, trucks or heavy equipment is permitted on any Lot or road in the Development.
2. The following lots in Phase I and 1A may, subject to approval of the appropriate local jurisdictional requirements and the following provisions, be subdivided one time so long as each resulting lot is at least one acre in size: Lots 4, 19, 20, 32, 34 and 57. This provision overrides the note on the recorded plat of such section. In Phase 1B, any lot larger than 2 acres may be subdivided so long as each resulting lot is at least one acre. In the case of any subdivision, the resulting lots must have a septic approval from Union County prior to subdivision. Upon recording of a plat depicting the subdivided lots, each lot shall be separate members of the Association and shall pay separate dues from the time of such division. All of the provisions of these covenants shall separately apply to both lots. No subdivision of a lot with an existing structure may result in a violation of the setback requirements without the prior issuance of a variance from the Association.
3. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling and associated structures as set forth herein. Any residence must be constructed in accordance with the guidelines set forth in this declaration. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1,100 square feet with a minimum of 800 square feet on the first floor or level of the home built above the basement of the house. On a multi-level structure, a full walk-out basement can be considered part of the square footage if it is heated space, has a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet; however the basement cannot and will not be considered as the first floor of dwelling. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.
4. A guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse cannot exceed the primary building either in height or square footage. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction. Guest suites may be constructed prior to construction of the primary residence, however the primary residence must be completed within three years of completion of a separate guest suite.
5. In addition to the guest suite, no more than one outbuilding may be constructed on any Lot. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be fully enclosed.
6. Any grading or other land use which creates erosion runoff into streams or other Lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

7. Any land disturbing activity shall comply with the rules of the Georgia Division of Environmental Protection, and specifically any applicable provisions of the Criteria for Mountain Protection as set forth in Chapter 391-3-16 of the Georgia Administrative Code. Any such activity may also be subject to ordinances of Union County which protect the area from excessive erosion, groundwater depredation, and ground instability. In the case of any conflict between these restrictions and such State or Local Law, the provisions of Law shall apply.
8. There shall be no single-wide or double wide mobile homes. Modular homes are allowed so long as the same are constructed with a roof pitch of at least 6/12, or 50%.
9. Cutting of commercial timber on any lot is strictly prohibited.
10. No structure, other than a fence, may be built within fifteen (15) feet of any property line or of any right of way for any subdivision roadway or private drive serving another lot. Such setback requirements are subject to additional setbacks shown on any recorded plat with respect to watercourses, wells and the like. An easement for installation and maintenance of utilities, and for construction and maintenance of drainage facilities is hereby reserved in favor of the Association, located fifteen (15) feet in width along all side Lot lines and along all Lot lines fronting on any road in the Subdivision.
11. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure.
12. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Lots, streets and areas in the Development outside the Lot on which such items are located. Each Lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any Lot in the Development in such a manner as to be visible from any street, or other Lot or area located in the Development.
13. After any improvements are made to any lot, the owner shall keep and maintain such lot in a neat and well-maintained condition, free of unsightly undergrowth, brush piles, felled trees and the like, and shall keep yards and other open areas of the lot neatly trimmed and either mowed or landscaped.
14. This development is not to be used as a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than seven (7) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.
15. Hunting is not allowed at any time or on any part of the subdivision, and no firearm shall be discharged within the Development.
16. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.
17. The Declarant reserves the right to erect any signs in The Hills at Queens Gap Subdivision. Signs may be erected by individual Lot owners but must meet the following criteria :
 - Signs must be neat, clean and made of metal or wood material only.
 - Signs must measure one (1) foot by one (1) foot in size.

- Signs must be of tan or beige color for the background of the sign with the border of the sign in black.
- Lettering for the sign must be black in color and said lettering must be professional in appearance.
- Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree.
- Only one (1) "For Sale" or "For Rent" or similar sign for the sale or rent of a property may be placed on a lot at any given time.
- Builders may erect a sign only during construction of the home and said sign must follow the above criteria.
- Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- Declarant is not required to follow the above criteria when placing signage within Hills at Queens Gap Subdivision.
- Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the Queens Gap Subdivision Property Owners Association.
- No "For Sale" signs may be erected on any Lot until Declarant has conveyed all lots within The Hills at Queens Gap Subdivision unless written approval has been given by the Declarant. Any "For Sale" signs erected on any lot within The Hills at Queens Gap Subdivision before conveyance of all lots and without written approval by the Declarant may be removed by the Declarant.

ARTICLE V
Building Standards

The requirements of any improvements and the standards set forth below shall be enforceable by the Association acting through the Executive board, or by any other lot owner within the subdivision.

1. If damage and/or wear and tear to subdivision roadways is attributable to construction of any improvement, then the property owner for whose benefit the improvement was made will be liable for any costs of repair.
2. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.
3. Any land disturbance must be stabilized promptly and permanently repaired in accordance with state and local regulations, and so as to prevent any off-site sedimentation.

The following are "Building Standards" as created by The Hills at Queens Gap Subdivision:

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, or fiber cement (i.e. Hardiplank), or any combination is permitted. Vinyl and aluminum siding are not permitted. Exterior of homes must be of earth tone colors.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings must be constructed of similar materials and colors as the home. Detached garages are permitted, but must be constructed of the same exterior material as the home.
- Roof-pitch must be a minimum of 6/12. This also applies to outbuildings and detached garages.
- No chain-link, barbed wire or other similar wire fencing allowed. All fencing must be constructed of wood, vinyl, stone or wrought iron. Contractor Responsibilities:
- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.

- The Property Owners Association reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Hills at Queens Gap Subdivision en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.

**ARTICLE VI
Powers and Duties of the Owners Association**

Queens Gap Subdivision Property Owners Association, a Georgia non-profit corporation, (the "Association"), shall have and exercise all of the following rights, powers and authority:

1. Adopt and amend bylaws and rules and regulations applicable to the subdivision.
2. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
3. Hire and discharge managing agents and other employees, agents, and independent contractors;
4. Institute, defend or intervene in litigation or administrative proceedings on matters affecting the planned community;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of the common elements;
7. Cause additional improvements to be made part of the common elements;
8. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only with approval of two-thirds vote of the membership.
9. Grant easements, leases, licenses and concession through or over the common elements.
10. Impose and receive any payments, fees, or charges for the use, or operation of the common elements, and for services provided to lot owners;
11. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the association (except rights of access to lots) during any period that assessments or other amounts due and owing to the association remain unpaid for a period of 30 days or longer;
12. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws and rules and regulations of the association;
13. Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
14. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association, or as necessary and proper for the governance and operation of the association.

Queens Gap Subdivision Property Owners Association shall have the following duties and obligations;

1. The Association shall cause the common elements, including the subdivision roadways and the rights of ways appurtenant thereto to be maintained, repaired and replaced when necessary, to assess the lot owners as necessary for such costs, and to recover the costs of such maintenance, repair or replacement as herein provided;

2. The Association shall keep financial records sufficiently detailed to enable the association to comply with the Laws of the State of Georgia with respect to Non-Profit Corporations, and shall make such records reasonably available for examination by any lot owner and the authorized agents of such lot owner. Such records shall include records of meetings of the association and the executive board, cash receipts and expenditures, and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge within 75 days of the close of the fiscal year. An audit of the associations books and records for the current or immediately preceding fiscal year may be required by a vote of the executive board, or of a majority of the lot owners voting at any annual meeting or special meeting duly called for that purpose.
3. In addition to the limitations contained in Georgia Law, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of the executive board or to a business, business associate or relative of an officer or member of the executive board, except as expressly provided for in the bylaws or in payment for services or expenses paid on behalf of the association which are approved in advance by the executive board.
4. The Association shall maintain casualty and liability insurance in such amounts and on such common elements as are insurable.
5. The Association shall cause a meeting of the members to be duly called and held in accordance with this declaration at least once each year.

ARTICLE VII
Executive Board Powers and Duties

There shall be an Executive Board of Queens Gap Subdivision Property Owners Association, which shall consist of such members and officers as determined by the By Laws, and shall have the following duties and obligations;

1. Consistent with the by-laws, this declaration, and existing law, the executive board may act unilaterally in all instances on behalf of the Association. In the performance of their duties, officers and members of the executive board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a non-profit corporation set forth in Georgia Law, and members of the board shall act according to the standards for directors of a non-profit corporation.
2. The executive board may not act unilaterally on behalf of the association to amend the declaration or the by-laws, to terminate the planned community, to elect members of the executive board, or to raise annual or special assessments.
3. The lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present may remove any member of the executive board with or without cause, other than a member appointed by the Declarant.
4. Meetings of the executive board shall be held as provided in the bylaws. At regular intervals, the executive board meeting shall provide lot owners an opportunity to attend a portion of an executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.
5. Within 30 days after adoption of any proposed budget for the Association the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board in the same manner.
6. Notwithstanding any provision to the contrary, no action of the association or the executive board, including the proposal or approval of any budget, shall be effective to raise annual assessments by more than five percent (5%) unless such budget or assessment increase shall be ratified by the affirmative vote of a majority of the lot owners present in person or by proxy at an annual or special meeting called for the purpose of considering such increase, and at which a quorum is present.

ARTICLE VIII
Association Meetings, Membership and Voting Rights

1. In addition to the annual meeting, a meeting of the Association may be called by the president, a majority of the executive board, or by lot owners having ten percent (10%) of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting the secretary shall cause notice to be hand delivered or sent prepaid by U.S. mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.
2. A quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of all the authorized votes are present in person or by proxy at the beginning of the meeting.
3. In the event business cannot be conducted at any meeting of the association or the executive board because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.
4. Meetings of the association and the executive board shall be conducted in accordance with the most recent edition of Robert's Rules of Order.
5. Except for lots owned by Declarant during the period of Declarant control, each lot in The Hills at Queens Gap Subdivision is entitled to one vote in the Association. If only one of the multiple owners of a lot is present at a meeting of the association, the owner who is present is entitled to cast such vote. If more than one of the multiple owners is present, the vote may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Such majority interest is conclusively presumed if any one of the multiple owners casts the vote without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.
6. Votes may be cast by written proxy executed by any lot owner. If a lot is owned by more than one person, each owner may vote, or may register protest to the casting of votes by other owners, by proxy. A lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated. Every proxy expires 11 months after its date, unless a shorter term is specified in the proxy.
7. No votes may be cast on behalf of lots owned by the Association.
8. The Association or the Executive Board may by affirmative action, delegate to one or more committees the responsibility for any authorized actions, so as to facilitate efficient and effective management of the Association.

ARTICLE IX
Assessments for Common Expenses

1. Common expenses shall be assessed against all lots equally, except that no assessment shall be made on any lot owned or beneficially controlled by the Declarant. Until the Association shall make a different common expense assessment, the annual assessment for common expense shall be \$200.00 per lot per year, pro-rated for the remaining portion of any given year when a lot is purchased from Declarant. *Provided however*, assessments payable by lot owners existing at the time of adoption of this amended Declaration shall begin paying annual assessments on January 1, 2012.
2. Payments of annual assessments shall be due 30 days after the beginning of the fiscal year, or otherwise as determined by the Association. Any assessment levied against a lot which remains unpaid for a period of 30 days or longer shall bear interest at the rate of eighteen per cent (18%) per year from the due date thereof, and shall constitute a lien on that lot when a claim of lien is filed in the office of the Clerk of Superior Court of Union County, Georgia.
3. Service charges, late charges and other all other charges imposed on a lot or lot owner by the association as fines, fees, special assessments, penalties or the like under the provisions of Article constitute a similar lien, bear the same interest, and are enforceable under this Article as annual assessments, except as limited by the provisions of law.

4. The Association may collect and enforce any and all such assessments by civil action, by foreclosure under Georgia Law, by judicial foreclosure, or otherwise as provided by law. In any such action the Association may include and shall recover costs or expenses of collection or foreclosure, including reasonable attorney's fees. The collection of attorney's fees in any such action is limited by the requirement in such General Statute that notice of intent to seek attorney's fees must be provided to the lot owner, and that attorney's fees may not be charged unless the debt is contested.
5. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the docketing of the claim of lien in the Office of the Clerk of Superior Court of Union County.
6. The lien created by this Article is prior to all liens and encumbrances on a lot except (i) liens and encumbrances (specifically including but not limited to a deed of trust on the lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the lot.

ARTICLE X
Declarant Control

1. Until such time as Declarant has sold more than 90% of the lots in the subdivision, or until Declarant specifically relinquishes such rights in writing, Declarant shall have the right to appoint each of the members of the Executive Board of the Association, and shall have three votes in the association for every lot owned by Declarant.
2. While Declarant owns any lot, Declarant shall have the right to waive, amend or modify this Declaration, to add land to or withdraw land from the subdivision, to revise the subdivision plat as to any unsold lot or the routes of any subdivision roadways, to dedicate additional common areas, to grant easements and rights of way which benefit the association, or to grant variances from the restrictions contained herein as to any lot or lots.
3. In the exercise of any of the rights set forth herein, Declarant shall have such additional rights and authority as may be necessary to the full and complete enjoyment thereof.

ARTICLE XI
Amendment

1. Except in case of amendment executed by Declarant under the terms of this declaration or by special Declarant right, this declaration may be amended only by affirmative vote or written agreement signed by the owners of at least sixty-seven percent (67%) of the lots in The Hills at Queens Gap Subdivision.
2. Every amendment to this declaration shall be prepared, executed, and recorded in the Office of the Register of Deeds of Union County, Georgia, and shall be effective only upon such recordation.
3. No action to challenge the validity of an amendment adopted pursuant to this article may be brought more than one year after the amendment is recorded.

ARTICLE XII
Miscellaneous Provisions

1. This Declaration, as may be amended from time to time, shall run with the land and shall be binding on all parties, their successors and assigns, and upon all persons claiming by or under them until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by majority vote of the current owners of the Lots described herein, it is agreed to terminate said covenants in whole or in part.
2. Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, WATERFRONT GROUP QUEENS GAP, LLC has caused this instrument to be executed in its name by its Member- Manager, this day and year first above written.

This the day and year first above written.

WATERFRONT GROUP QUEENS GAP, LLC.

Witness *Ann Marie Wilson*

By: *William N. Adkins*
William N. Adkins, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ann Marie Wilson, a Notary Public of the State and County aforesaid, certify that WILLIAM N. ADKINS personally appeared before me this day and acknowledged that he is a Member-Manager for WATERFRONT GROUP QUEENS GAP, LLC, a Georgia limited liability company and by authority duly given and as the act of the LLC, he executed the foregoing instrument.

WITNESS my hand and official seal, this the 28th day of April, 2011.

Ann Marie Wilson
Notary Public

My commission Expires: 7/28/12



UNION COUNTY, GEORGIA
FILED & RECORDED December 9,
20 11 AT 2:40 P., M.
RECORDED IN BOOK 887 PAGE 333-343
Judy L. Odum Entered
2-28-12
SUPERIOR COURT CLERK

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

All that tract or parcel of land lying and being in Land Lot 3, 10th District, 1st Section, Union County, Georgia, containing 87.347 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated May 12, 2000, recorded in Plat Book 46, Page 15, Union County, Georgia records, which description on said plat is incorporated herein by reference hereto.

Parcel 2:

All that tract or parcel of land lying and being in Land Lots 3, 4, 320 & 321, 9th and 10th Districts, 1st Section of Union County, Georgia, containing 242.346 acres, more or less, and being more fully shown and described on a plat of survey for Bill Elliott, made by Roger L. Owenby, RLS # 2763, dated 3/27/03 and recorded at Plat Book 51, Page 196, Union County, Georgia, which description on said plat is incorporated herein by reference hereto.

CROSS REFERENCE DB 614, PG 731-736
UNION COUNTY GEORGIA RECORDS

AMENDMENT TO
**DECLARATION OF RESTRICTIONS, LIMITATIONS AND
COVENANTS RUNNING WITH THE LAND**
Or
The Hills at Queens Gap Subdivision

This Amendment to Declaration of Restrictions, Limitations and Covenants Running with the Land, made this the ~~7th~~ day of December, 2011, by WATERFRONT GROUP QUEENS GAP, LLC a Georgia limited liability company, hereinafter called "Declarant"

WHEREAS, the Declarant is the owner of the real property known as The Hills at Queens Gap Subdivision and referenced in the Declaration of Restrictions, Limitations and Covenants Running with the Land set forth in Book 614 at page 731 - 736, as amended in Book 624 at Page 630 - 631, and in Book 866 at Page 68-77, in the public records of Union County ("the Original Declaration"), and;

WHEREAS, under the terms of Article X and XII of the original covenants as amended, Declarant is entitled to amend or modify the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration as amended as follows:

Article IV Section 2 is amended by the addition of a new fourth sentence beginning after the word "acre." on line five to read as follows:

In Phase 2, any lot larger than 3 acres may be subdivided so long as each resulting lot is at least one and one-half acres.

Article IV is amended by the addition of a new Section 2.1 following Section 2, to read as follows:

- 2.1 Lot 136 may be subdivided as many times as the Owner of all or any part of it may desire, provided any lot so created by subdivision shall contain not less than 3 acres. Every lot so created by subdivision shall constitute a new lot for purposes of this declaration, shall be subject to all of the protective covenants and other terms of this Declaration, and shall be liable in the same manner as all other lots for assessments for common expenses. Without expressed action of the POA accepting responsibility for maintenance of such roadways, any newly constructed roadways inside the boundaries of the present lot 136 shall not be maintained by the Queens Gap Property Owners Association.

UNION COUNTY, GEORGIA
FILED & RECORDED December 9
2011 AT 2:40 P.M.
RECORDED IN BOOK 887 PAGE 344-345

Judy L. Odum
Corrected
2-28-12
SUPERIOR COURT CLERK

IN WITNESS WHEREOF, WATERFRONT GROUP QUEENS GAP, LLC has caused this instrument to be executed in its name by its Member-Manager, this the day and year first above written.

This the day and year first above written.

Witness: *Karen Jensen*

WATERFRONT GROUP QUEENS GAP, LLC.

By: *William N. Adkins*
William N. Adkins, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ann Marie Nilson, a Notary Public of the State and County aforesaid, certify that WILLIAM N. ADKINS personally appeared before me this day and acknowledged that he is a Member-Manager for WATERFRONT GROUP QUEENS GAP, LLC, a Georgia limited liability company and by authority duly given and as the act of the LLC, he executed the foregoing instrument.

WITNESS my hand and official seal, this the 7th day of December, 2011.
Ann Marie Nilson
Notary Public My commission Expires: 7/28/12

