



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.

Upon recording return to:
Thomas Harris
11 Lumpkin Street, Suite 200
Lawrenceville, GA 30045

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SANCTUARY AT LAKE NOTTELY**

This Declaration of Covenants, Conditions and Restrictions for the Sanctuary at Lake Nottely (hereinafter referred to as "this Declaration") is made on the date hereinafter set forth by Lake Nottely Associates, LLC, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Land Lots 113 and 114 of the 9th District, 1st Section of Union County, Georgia, which property is more particularly described on an plat by Rochester and Associates dated 5/4/99 and recorded at Book 49 Page 191 Union County records, which plat is incorporated herein by reference; and

WHEREAS, Declarant intends to develop on lands including the real property described above a development to be known as The Sanctuary at Lake Nottely; and

WHEREAS, Declarant desires to adopt and hereby does adopt certain covenants, conditions and restrictions which shall bind and run with the Property described on Exhibit A hereto (together with such other property which may hereinafter be annexed to the Property as hereinafter provided), in order to ensure the use of said realty for the common good and general welfare of the Owners, to enhance and protect the desirability, attractiveness, and marketability of such Property, and to maintain the desired character of the community to secure for each present or future owner, the full benefit and enjoyment of their respective properties; and

WHEREAS, upon the recording in the Records of Union County, such Covenants, Conditions and Restrictions shall inure to the benefit of and be binding upon each Owner and his/her/its heirs, grantees, distributees, successors, and assigns, and shall apply to and govern the realty and its present or future parcels, roads and areas, and the use thereof;

NOW THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" (together with such other property which may hereinafter be annexed to the Property as hereinafter provided, or otherwise made subject to this Declaration) shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions.

**Article I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

- 1.01 "Additional Property" means the additional property which may be annexed to the Property and/or made subject to this declaration pursuant to Article 7.06 below.
- 1.02 "Association" or "Property Owners Association" means The Sanctuary at Lake Nottely Homeowners' Association or The Sanctuary at Lake Nottely Homeowners' Association, Inc.
- 1.03 "Board" means the Board of Directors of the Association which shall be its governing body.
- 1.04 "By-laws" means the By-laws adopted by the Association.
- 1.05 "Common Area" or "Common Property" means all real property, if any, (together with any and all improvements now or hereafter located thereon) and personal property submitted to this Declaration which is owned or leased by the Declarant or the Association (or the Homeowners Association of any tract which is annexed to the Property (as hereinafter defined) or encumbered by this Declaration) for common use and enjoyment of the Owners of the Property or such other property as may be encumbered by this Declaration.
- 1.06 "Common expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves.
- 1.07 "Declarant" means Lake Nottely Associates, LLC, a Georgia corporation, and its successors and assigns, including but not limited to, any person or entity which acquires all or substantially all of the Development then owned by Declarant (or its successors in interest) by conveyance or assignment from Declarant, or by judicial or non-judicial foreclosure, and who come to stand in the same relation to the Property Owners' Development as did his/her/its predecessor in interest.

1.08 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for The Sanctuary at Lake Nottely.

1.09 "Lot" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy and shown on any plat or survey of any phase or portion of the Subdivision, recorded in the Union County Records, and any plat of any Additional Property hereafter made subject to this Declaration. Where the context indicates or requires, the term Lot shall include any structure or improvement on such Lot.

1.10 "Member" means any member of the Association.

1.11 "Owner" or "Lot Owner" means one or more persons who are record title owners of a Lot (including Declarant). The term "Owner" shall not include, in his/her/its capacity as such, any mortgagee, lien holder, person having an equitable interest under any contract for the sale or lease of a Lot, or any lessee or tenant of a Lot.

1.12 "Officer" means an officer of the Association.

1.13 "Property" means that certain real property located in Land Lots 113 and 114 of the 9th District, 1st Section of Union County, Georgia, which property is more particularly described on Exhibit "A" attached hereto, and which is the subdivision more commonly known as The Sanctuary at Lake Nottely.

1.14 "Property Owners' Development" or "Development" means the entire Subdivision known as The Sanctuary at Lake Nottely which is subject to this Declaration.

1.15 "Subdivision" means the subdivision known as The Sanctuary at Lake Nottely.

1.16 "Common expenses" means all expenses lawfully incurred by or on behalf of the Declarant or the Association and/or all funds lawfully assessed for the creation and maintenance of reserves.

Article II GENERAL COVENANTS and RESTRICTIONS

2.01. All subdivision Lots are for single family residential purpose only. Only one (1) residence shall be erected on any Lot, provided however, that the owner of any Lot may erect an attached garage or guest house, or a detached outbuilding, for use in connection with such residence, so long as such garage, outbuilding or guest house is constructed using substantially the same construction materials as the residence, has the same exterior finish, and is architecturally compatible with such residence.

2.02 No Lot, dwelling or structure shall be used for any commercial activity or business which solicits the presence of the general public for the purpose of purchasing and/or selling goods or services. Private home offices shall not be considered a violation of this restrictive covenant so long as the aforesaid criteria is maintained. Furthermore, nothing herein contained shall prohibit the inviting of prospective buyers to any Lot or residence for the purpose of selling such Lot or residence.

2.03. After the conveyance of a Lot or tract by the Developer, no Lot or tract shall be further subdivided nor may any boundary lines be changed without the express written permission of the Developer (in its absolute discretion). The Developer shall have authority to grant such permission only during the period in which it is an Owner. After the Developer has sold the last Lot to an Owner, builder, or non-Developer Owner, no Lot or tract shall be further subdivided nor may any boundary lines be changed except as may be ordered by a Court of competent jurisdiction in the event of a boundary line or encroachment dispute.

2.04. As to Lots 13 through 32, each single-level house shall have a minimum of eighteen hundred (1,800) square feet of heated living space, excluding garage and basement, and each multi-level house shall have a minimum of fourteen hundred (1,400) square feet of heated living space on the main floor and no less than eighteen hundred (1,800) square feet of heated living space, excluding garage and basement. As to all other Lots, each single-level house shall have a minimum of sixteen hundred (1,600) square feet of heated living space, excluding garage and basement, and each multi-level house shall have a minimum of eight hundred (800) square feet of heated living space on the main floor and no less than sixteen hundred (1,600) square feet of heated living space, excluding garage and basement. The building line set back from the center of the road is fifty (50) feet on Lots 13 through 32. As to all other Lots, the building line set back is sixty (60) feet from the center of the road.

2.05. No mobile homes shall be placed temporarily or permanently upon any Lot or in the subdivision, except that the Developer, builders, and realtors may have construction or sales trailers on site. Recreational vehicles may be parked in the rear of the house of the owner while the owner resides at the residence. No recreational vehicle parked within the boundaries of the Subdivision shall be used as a residence at any time.

2.06. No junk, trash, rubbish or hazardous materials or waste, or any thing which emits foul or obnoxious orders, shall be kept, stored, or buried upon any Lot. Nor shall any thing which causes repetitive noise which disturbs the peace, quiet, comfort, or serenity of the occupants of the neighboring properties be allowed upon any Lot.

2.07. No part of the Property or any improvements situated thereon shall be put to any commercial industrial or manufacturing use. No use is allowed which may become an annoyance or nuisance to the neighborhood, or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which is hazardous or which creates an excessive danger of fire or explosion

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2.08. No motorcycles, four wheelers, dirt bikes and/or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except as may be necessary to enter and exit the subdivision. All such vehicles in use on any Lot shall be sufficiently muffled so as not to disturb the neighborhood.

2.09. The parking of buses, trucks, and other vehicles rated higher than one ton, is prohibited in the Subdivision and on its roads.

2.10. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over thirty-six (36) inches in diameter shall be allowed on any Lot.

2.11. The roof pitch must be 8/12 or greater except on rear dormers and porches. Roofing materials must be either cedar, slate, tin, or asphalt fiberglass, and shall be dark shades including charcoal gray, black, brown, dark green, dark maroon, or dark tan. All metal roofs must be pre-painted by the manufacturer.

2.12. Landscaping must be completed prior to occupancy of residences. Completed landscaping means that all areas are covered with natural growth, grass, shrubs, trees, sod, or seed covered with straw. No bare dirt shall be exposed except during construction.

2.13. All lawn and other equipment and tools, including lawn mowers, blowers, tractors, edgers, tillers and the like, must be kept in an enclosed storage area when not in use.

2.14. All concrete blocks used in the construction of any residence must be covered with either brick, wood, stone or stucco.

2.15. No structure shall be erected or placed on any Lot closer to the front, side, or back lot lines than the minimum building set back line shown on the recorded plat or survey reflecting such Lot. Where two or more Lots are acquired as a single building site, the setback lines shall be the outermost lines which border the adjoining Lots.

2.16. All construction must be completed within twelve (12) months from the start thereof.

2.17. No animals, birds, or fowl shall be kept or maintained on any part of the Property, except ordinary household pets for the pleasure and use of the occupants, but not for any commercial use or purpose. (Pigs shall not be considered ordinary household pets.) There shall be no intentional breeding of animals for commercial purposes on the Property. No outside dog pins or runners shall be allowed on any Lot. Owners' dogs which are outside the house, must be kept on a leash and accompanied by the Owner, or may be kept in an invisible fence. Dogs shall not be allowed to roam or stray outside of their owner's Lot unaccompanied by such owner.

2.18. No utility trailer, no wrecked, unlicensed (untagged), or nonoperational motor vehicle; and no household appliances, shall be kept in a location in which the same can be viewed by Lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other waste shall be kept upon any Lot except in closed sanitary containers which must be placed behind the house and out of view from the street except on garbage pick up day.

2.19. No mining or drilling for oil, gas, or other minerals is to be allowed.

2.20. Garage sales, rummage sales, yard sales, moving or estate sales, and any other such sales that solicit the presence of the public are prohibited.

2.21. Port-a-Pots (or a comparable freestanding, enclosed toilet) shall be installed on every Lot in which construction of the primary residence is in progress. In the event an Owner or builder is simultaneously constructing residences upon multiple Lots, a single Port-a-Pot may be utilized for all such Lots so long as it is reasonably accessible thereto. In no event shall a Port-a-Pot remain on a Lot for a period exceeding twelve months, and the same shall be removed immediately upon completion of construction.

2.22. No barbwire or chain link fences may be constructed or maintained on any Lot. Decorative wooded privacy fences may be installed upon Developer's approval.

2.23. No signs may be erected or posted on any Lot with the exception of signs which solely advertise any Lot or residence constructed thereon for sale by owner or through a Realtor. This restriction is not binding upon the Declarant for so long as it is an Owner, and does not prohibit the posting of signs by the Developer or the Association on its Common Areas and Roads.

2.24. Driveways constructed with asphalt or concrete must be installed prior to occupancy of any Residence and must extend from the garage to the Road.

2.25. Mailboxes, post, numbers and letter on mailboxes will be of a uniform standard throughout the subdivision and will be provided by Declarant with the cost to be reimbursed by Owners, price not to exceed thirty-five dollars (\$35.00).

2.26. All houses must have two car garage or carport.

2.27. All exterior paint colors must be pre-approved by declarant and/or association.

2.28. All Lots must be maintained and kept mowed. Upon the failure of the owner to maintain and keep mowed any such Lots, the Declarant shall be entitled to reasonably maintain and/or mow the same and to assess the Owner for the reasonable cost thereof.

2.29 No owner may construct any improvement or have any storage of building materials, vehicles of any type or any other items, or plant or cultivate any plant life other than fescue grass upon portions of any Lots which are encumbered by any electric transmission line easement reflected on any recorded plat of any portion of the Property, or plat or survey reflecting such Lot, except that such owner may construct a driveway upon such power line easement except for Lots 3, 4, 5, 6, 7, 8, 9, 10, 12, 104, 107, 108, 109, 110, and 111. Lots 3, 4, 5, 6, 7, 8, 9, 10, 12, 104, 107, 108, 109, 110, and 111 must be accessed from interior streets only.

**Article III
ROADS and COMMON AREAS, AND POWER LINE EASEMENT**

3.01 The Subdivision is designed as a private community. The roads, power line easement and common area will be maintained by the Declarant until such time as Declarant shall form the Association as provided in Article VI, below. 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 Declarant may, in its sole discretion, hereafter by authorized and entitled 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 this Declaration.

3.02 Owners shall be liable to the Declarant or the Association, as the case may be, for any damage caused by the Owner, its invitees, employees and subcontractors, to the roads and common areas.

3.03 Roads, rights-of way, and easements, for the purpose of vehicle traffic or installation and/or maintenance of utilities, may not be extended across any Lot for the purpose of gaining access to any adjoining Lot or any non-Subdivision property. The foregoing provision shall not apply to or be binding upon the Declarant or anyone acting on its behalf. The Declarant further reserves the absolute, exclusive, continuing easement and right to construct, erect, place, repair, maintain and replace, from time to time, along any present or future roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate, necessary and/or useful in furnishing and satisfying the residential utility uses and needs of the Property subject to this Declaration and all such Lots, including, but not limited to the following utility services: electricity, water, sewer, cable, and gas.

3.04 The Declarant expressly reserves the right to amend any plat of the Subdivision even if the amended plat alters the boundaries and amount of acreage/square footage of any Road or Common Area, or improvements thereon.

3.05 Each owner, by acceptance of a deed, hereby grants to the Declarant, the Association, and to every other Owner, and their invitees, a non-exclusive, permanent right-of-way easement for ingress and egress to the Subdivision roads. Such easement shall not be defeated by non-use.

**Article IV
ASSESSMENTS AND CREATION OF LIEN AND PERSONAL OBLIGATION**

4.01 Each Owner, by acceptance of a deed or instrument conveying title to a Lot, shall pay to the Declarant (or instead to the Association once the same is formed) a fee of \$200.00 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 15th shall be prorated as of the date of closing. Upon payment of such sum to the Declarant (but not the Association), the same may be deposited into Declarant's general operating account (however the same is titled or designated) to be applied towards the maintenance and upkeep of the Roads and Common Areas, and administrative expenses relating to the Property.

4.02 Commencing on January 15th of the year following the Owner's purchase of the Lot, there shall be assessed against each Lot owned by any Owner, an annual Assessment levied by the Declarant (or instead by the Board once the Association 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 this Declaration, and, once formed, the payment of the necessary operating costs, debts and administrative and other expenses of the Association.

4.03 The Declarant (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 Declarant 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.

4.04 Each Owner also covenants to pay to the Declarant (or instead to the Association once the same is formed) any special assessments for capital improvements and expenses deemed necessary by the Declarant or the Board, which may from time to time be levied against each Lot owned by such Owner.

4.05 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.

4.06 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 of eighteen (18%) per annum 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.

4.07 Assessments shall be due and payable on the date an assessment statement is rendered by Declarant or the Association, however, no interest or late charges shall accrue so long as payment is received within thirty days therefrom.

4.08 Notwithstanding anything contained herein to the contrary, the Declarant shall not be subject to or liable for any special or annual assessments.

4.09 The Assessments herein described constitute 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.

Article V ARCHITECTURAL CONTROLS

5.01 No structure, building, or other improvement (including without limitation remodeling and repainting) shall be constructed, erected, placed, modified, or altered on any Lot until building plans and specifications and a site plan showing the locations of all proposed improvements and landscaping have been submitted and approved in writing by Declarant (or its authorized agent, assignee, delegate). In evaluating the plans submitted to the Declarant, it shall seek to assure conformity and harmony of external design with existing structures in the Subdivision. Prior to the construction of the initial structure in the Subdivision, the Declarant shall establish design standards and shall make the same available to any prospective purchaser who may request the same in writing. In the event the Declarant fails to approve or disapprove any proposed plans within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

5.02 Building plans shall include at a minimum all exterior finishes, approximate dimensions, location of improvements with respect to set-back lines, roof type, and colors.

5.03 After Declarant forms the Association, the duty of examining and approving the aforesaid plans and specifications shall be delegated automatically to the Association (See Article VI, below). The Association shall be authorized to form an Architectural Control Committee which may promulgate building and design standards which may exceed, but may not be inconsistent with those described in this Declaration. If no Architectural Control Committee is thus formed, the responsibility for examining and approving such proposed plans shall belong to the Board.

Article VI HOMEOWNERS' ASSOCIATION

6.01 As hereinafter provided, the Declarant shall form a Property Owners Association known as "The Sanctuary at Lake Nottely Homeowners' Association" or "The Sanctuary at Lake Nottely Homeowners' Association, Inc." 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 architectural controls described herein, 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.

6.02 Upon its formation, all Owners shall automatically be members in the Homeowners Association.

6.03 Upon its formation, the Members of the Association shall elect a Board which shall consist of at least five members who shall be elected by the members annually. The Board shall have the authority to conduct the business of the Association.

6.04 The Association shall adopt By-Laws consistent with this Declaration to govern the operation of the Association which By-laws shall govern, among other things, the election or appointment of members of the Board, election of Officers of the Association, the term of office and method of removal of Board members and Officers, notice requirements for regular and special meetings, the timing and mechanics of elections and Annual and Special Meetings, matters relating to the Budget and Assessments, the method of Amending the By-laws, and such other matters reasonably related to the proper operation and functioning of the Association.

6.05 The Association, by and through its Board, shall maintaining records of its financial transactions and activities which shall be reasonably available to the Members. No part of the net earnings of the Association shall inure to the benefit of any owner, member, director, officer or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes.

6.06 The Association shall be authorized, but not obligated, to construct a swimming pool, tennis court(s) and/or other amenities upon approval of a majority of the Owners by vote conducted in accordance with the Association By-Laws, with the cost thereof to be paid by dues and assessments levied by the Association.

6.07 The Association may be established as a Georgia non-profit corporation.

6.08 The Declarant shall form the Association at such time as the first of the following events occur:

- a) When 95% of the Lots on the Property and such other Additional Property which may be subjected to these covenants have been conveyed, by either the Declarant or by a Builder who purchased the Lot from the Declarant 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 Declarant may, in its discretion, determine.

6.09 Notwithstanding anything contained herein to the contrary, in the event the Declarant forms the Association prior to the occurrence of the first of the events described in paragraphs 6.08 a) or b), above, until such time as one of such events has occurred, the Declarant reserves the right to appoint the members of the Board and the Officers, all of which persons appointed by Declarant may be non-Owners.

6.10 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 Declarant, 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.

The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters coming before the Association. The

Class B member shall be entitled to three (3) votes for each Lot owned by it. The Declarant's Class B membership shall cease and shall be converted to Class A membership at such time as ninety-five percent (95%) 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 Declarant or by a Builder who purchased the Lot from the Declarant for the purpose of erecting a dwelling thereon, to an individual Owner for residential occupancy.

6.11 The Declarant 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 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 attorneys' 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 Declarant and the Association by virtue of this Declaration and by law.

ARTICLE VII MISCELLANEOUS

7.01 ENFORCEMENT. 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 Declarant (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 Declarant, 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.

7.02 SEVERABILITY. Each term, provision, restriction, and condition of this 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.

7.03 BINDING PERIOD OF THIS DECLARATION. 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 successive period of ten (10) years, and there shall be no limit on the number of times such covenants shall be renewed.

7.04 TERMINATION OF COVENANTS. To terminate a covenant, at least 51 percent 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 be incorporated 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.

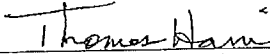
7.05 AMENDMENT OF COVENANTS. The Declarant (but not the Association) retains the absolute right to amend this declaration, in whole or in part, as it may deem necessary, by the recording of an amendment upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding 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 70% 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.

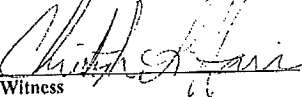
7.06 ANNEXATION. The Declarant reserves the right to annex to the Property other property including any adjoining tracts, or tracts which would otherwise adjoin the Property were they not separated therefrom by a road or natural barrier. Declarant further reserves the right to subject other tracts or parcels of land located in Union County, Georgia to this Declaration.

7.07 RESERVATION OF RIGHTS TO DECLARANT. Notwithstanding anything contained herein to the contrary, the Declarant 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 any Subdivision Plat which is of record at the time of any Owner's purchase of any Subdivision Lot.
the Plat and/or


7.08 GOVERNING LAW, JURISDICTION and VENUE. These covenants shall be construed in accordance with Georgia law. In the event a dispute should arise involving Declarant, 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 Gwinnett County, Georgia.

LAKE NOTTELY ASSOCIATES, LLC


BY: THOMAS W. HARRIS, DATE 10-9-2001
MANAGING PARTNER


Witness

Subscribed before me this the day of
10-9-2001, 2001.


Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires February 16, 2002

Seal Affixed

UNION COUNTY, GEORGIA
October 18th, 2001
9:00 A.
in Book 391 Page 492-499

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 113 and 114 of the 9th District, 1st Section, Union County, Georgia containing a total area of 153.385 acres as shown on a plat of survey by Rochester and Associates (James L. Alexander, Georgia Registered Land Surveyor No. 2653) dated May 4, 1999 and more particularly described according to said plat as follows:

BEGINNING at a 26 inch white oak tree marking the original corner common to Land Lots 103, 104, 113, and 114 and run thence along the Land Lot line common to Land Lots 103 and 114 South 87 degrees 53 minutes 15 seconds East a distance of 1343.05 feet to a point marked by an iron pin found; run thence South 78 degrees 45 minutes 41 seconds East 795.77 feet to a point marked by an iron pin found; run thence South 05 degrees 55 minutes 22 seconds West 260.38 feet to an iron pin found; run thence South 77 degrees 59 minutes 01 seconds West 207.10 feet to an iron pin found; run thence South 82 degrees 40 minutes 35 seconds West 253.60 feet to a point marked by an angle iron; run thence South 03 degrees 16 minutes 11 seconds East 288.32 feet to a point marked by an iron pin found; run thence South 14 degrees 51 minutes 56 seconds East 1826.58 feet to a point marked by an iron pin found on the Land Lot line common to Land Lots 114 and 139; run thence along said Land Lot line South 89 degrees 47 minutes 25 seconds West 2248.99 feet to an iron pin found at the corner common to Land Lots 113, 114, 139 and 140; run thence along the line common to Land Lots 113 and 140 South 89 degrees 48 minutes 19 seconds West 584.12 feet to a point; run thence North 00 degrees 21 minutes 19 seconds West 41.28 feet to a point; run thence North 00 degrees 21 minutes 19 seconds West 2580.81 feet to a point marked by an iron pin found; continue thence North 00 degrees 21 minutes 19 seconds West 1.22 feet to a point on the Land Lot line common to Land Lots 104 and 113; run thence along said Land Lot line South 81 degrees 21 minutes 29 seconds East 249.99 feet to a point marked by an iron pin found; run thence along said Land Lot line South 88 degrees 21 minutes 29 seconds East 472.92 feet to a point marked by a 26 inch white oak tree located at the corner common to Land Lots 103, 104, 113 and 114 which is the PLACE OR POINT OF BEGINNING.

LESS AND EXCEPT THAT TRACT OR LAND lying and being in Land Lot 113, 9th District, 1st Section of Union County, Georgia, and being Tract 2 containing 2.175 acres as shown on a plat of survey by Rochester & Associates, RS #2653, dated 1/28/99, revised 2/4/99, as recorded in Plat Book 42, Page 103, Union County records which description on said plat is hereby incorporated by reference and made a part hereof.

499

Upon recording return to:
Thomas Harris
11 Lumpkin Street, Suite 200
Lawrenceville, GA 30045

STATE OF GEORGIA
COUNTY OF UNION

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SANCTUARY AT LAKE NOTTELY**

This Declaration of Covenants, Conditions and Restrictions for the Sanctuary at Lake Nottely (hereinafter referred to as "this Declaration") is made on the date hereinafter set forth by Lake Nottely Associates, LLC, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Land Lots 113 and 114 of the 9th District, 1st Section of Union County, Georgia, which property is more particularly described on an plat by Rochester and Associates dated 5/4/99 and recorded at Book 49 Page 191 Union County records, which plat is incorporated herein by reference; and

WHEREAS, Declarant intends to develop on lands including the real property described above a development to be known as The Sanctuary at Lake Nottely; and

WHEREAS, Declarant desires to adopt and hereby does adopt certain covenants, conditions and restrictions which shall bind and run with the Property described on Exhibit A hereto (together with such other property which may hereinafter be annexed to the Property as hereinafter provided), in order to ensure the use of said realty for the common good and general welfare of the Owners, to enhance and protect the desirability, attractiveness, and marketability of such Property, and to maintain the desired character of the community to secure for each present or future owner, the full benefit and enjoyment of their respective properties; and

WHEREAS, upon the recording in the Records of Union County, such Covenants, Conditions and Restrictions shall inure to the benefit of and be binding upon each Owner and his/her/its heirs, grantees, distributees, successors, and assigns, and shall apply to and govern the realty and its present or future parcels, roads and areas, and the use thereof;

NOW THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" (together with such other property which may hereinafter be annexed to the Property as hereinafter provided, or otherwise made subject to this Declaration) shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions.

**Article I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

- 1.01 "Additional Property" means the additional property which may be annexed to the Property and/or made subject to this declaration pursuant to Article 7.06 below.
- 1.02 "Association" or "Property Owners Association" means The Sanctuary at Lake Nottely Homeowners' Association or The Sanctuary at Lake Nottely Homeowners' Association, Inc.
- 1.03 "Board" means the Board of Directors of the Association which shall be its governing body.
- 1.04 "By-laws" means the By-laws adopted by the Association.
- 1.05 "Common Area" or "Common Property" means all real property, if any, (together with any and all improvements now or hereafter located thereon) and personal property submitted to this Declaration which is owned or leased by the Declarant or the Association (or the Homeowners Association of any tract which is annexed to the Property (as hereinafter defined) or encumbered by this Declaration) for common use and enjoyment of the Owners of the Property or such other property as may be encumbered by this Declaration.
- 1.06 "Common expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves.
- 1.07 "Declarant" means Lake Nottely Associates, LLC, a Georgia corporation, and its successors and assigns, including but not limited to, any person or entity which acquires all or substantially all of the Development then owned by Declarant (or its successors in interest) by conveyance or assignment from Declarant, or by judicial or non-judicial foreclosure, and who come to stand in the same relation to the Property Owners' Development as did his/her/its predecessor in interest.

1.08 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for The Sanctuary at Lake Nottely.

1.09 "Lot" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy and shown on any plat or survey of any phase or portion of the Subdivision, recorded in the Union County Records, and any plat of any Additional Property hereafter made subject to this Declaration. Where the context indicates or requires, the term Lot shall include any structure or improvement on such Lot.

1.10 "Member" means any member of the Association.

1.11 "Owner" or "Lot Owner" means one or more persons who are record title owners of a Lot (including Declarant). The term "Owner" shall not include, in his/her/its capacity as such, any mortgagee, lien holder, person having an equitable interest under any contract for the sale or lease of a Lot, or any lessee or tenant of a Lot.

1.12 "Officer" means an officer of the Association.

1.13 "Property" means that certain real property located in Land Lots 113 and 114 of the 9th District, 1st Section of Union County, Georgia, which property is more particularly described on Exhibit "A" attached hereto, and which is the subdivision more commonly known as The Sanctuary at Lake Nottely.

1.14 "Property Owners' Development" or "Development" means the entire Subdivision known as The Sanctuary at Lake Nottely which is subject to this Declaration.

1.15 "Subdivision" means the subdivision known as The Sanctuary at Lake Nottely.

1.16 "Common expenses" means all expenses lawfully incurred by or on behalf of the Declarant or the Association and/or all funds lawfully assessed for the creation and maintenance of reserves.

Article II GENERAL COVENANTS and RESTRICTIONS

2.01. All subdivision Lots are for single family residential purpose only. Only one (1) residence shall be erected on any Lot, provided however, that the owner of any Lot may erect an attached garage or guest house, or a detached outbuilding, for use in connection with such residence, so long as such garage, outbuilding or guest house is constructed using substantially the same construction materials as the residence, has the same exterior finish, and is architecturally compatible with such residence.

2.02. No Lot, dwelling or structure shall be used for any commercial activity or business which solicits the presence of the general public for the purpose of purchasing and/or selling goods or services. Private home offices shall not be considered a violation of this restrictive covenant so long as the aforesaid criteria is maintained. Furthermore, nothing herein contained shall prohibit the inviting of prospective buyers to any Lot or residence for the purpose of selling such Lot or residence.

2.03. After the conveyance of a Lot or tract by the Developer, no Lot or tract shall be further subdivided nor may any boundary lines be changed without the express written permission of the Developer (in its absolute discretion). The Developer shall have authority to grant such permission only during the period in which it is an Owner. After the Developer has sold the last Lot to an Owner, builder, or non-Developer Owner, no Lot or tract shall be further subdivided nor may any boundary lines be changed except as may be ordered by a Court of competent jurisdiction in the event of a boundary line or encroachment dispute.

2.04. As to Lots 13 through 32, each single-level house shall have a minimum of eighteen hundred (1,800) square feet of heated living space, excluding garage and basement, and each multi-level house shall have a minimum of fourteen hundred (1,400) square feet of heated living space on the main floor and no less than eighteen hundred (1,800) square feet of heated living space, excluding garage and basement. As to all other Lots, each single-level house shall have a minimum of sixteen hundred (1,600) square feet of heated living space, excluding garage and basement, and each multi-level house shall have a minimum of eight hundred (800) square feet of heated living space on the main floor and no less than sixteen hundred (1,600) square feet of heated living space, excluding garage and basement. The building line set back from the center of the road is fifty (50) feet on Lots 13 through 32. As to all other Lots, the building line set back is sixty (60) feet from the center of the road.

2.05. No mobile homes shall be placed temporarily or permanently upon any Lot or in the subdivision, except that the Developer, builders, and realtors may have construction or sales trailers on site. Recreational vehicles may be parked in the rear of the house of the owner while the owner resides at the residence. No recreational vehicle parked within the boundaries of the Subdivision shall be used as a residence at any time.

2.06. No junk, trash, rubbish or hazardous materials or waste, or any thing which emits foul or obnoxious odors, shall be kept, stored, or buried upon any Lot. Nor shall any thing which causes repetitive noise which disturbs the peace, quiet, comfort, or serenity of the occupants of the neighboring properties be allowed upon any Lot.

2.07. No part of the Property or any improvements situated thereon shall be put to any commercial industrial or manufacturing use. No use is allowed which may become an annoyance or nuisance to the neighborhood, or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which is hazardous or which creates an excessive danger of fire or explosion

2.08. No motorcycles, four wheelers, dirt bikes and/or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except as may be necessary to enter and exit the subdivision. All such vehicles in use on any Lot shall be sufficiently muffled so as not to disturb the neighborhood.

2.09. The parking of buses, trucks, and other vehicles rated higher than one ton, is prohibited in the Subdivision and on its roads.

2.10. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over thirty-six (36) inches in diameter shall be allowed on any Lot.

2.11. The roof pitch must be 8/12 or greater except on rear dormers and porches. Roofing materials must be either cedar, slate, tin, or asphalt fiberglass, and shall be dark shades including charcoal gray, black, brown, dark green, dark maroon, or dark tan. All metal roofs must be pre-painted by the manufacturer.

2.12. Landscaping must be completed prior to occupancy of residences. Completed landscaping means that all areas are covered with natural growth, grass, shrubs, trees, sod, or seed covered with straw. No bare dirt shall be exposed except during construction.

2.13. All lawn and other equipment and tools, including lawn mowers, blowers, tractors, edgers, tillers and the like, must be kept in an enclosed storage area when not in use.

2.14. All concrete blocks used in the construction of any residence must be covered with either brick, wood, stone or stucco.

2.15. No structure shall be erected or placed on any Lot closer to the front, side, or back lots lines than the minimum building set back line shown on the recorded plat or survey reflecting such Lot. Where two or more Lots are acquired as a single building site, the setback lines shall be the outermost lines which border the adjoining Lots.

2.16. All construction must be completed within twelve (12) months from the start thereof.

2.17. No animals, birds, or fowl shall be kept or maintained on any part of the Property, except ordinary household pets for the pleasure and use of the occupants, but not for any commercial use or purpose. (Pigs shall not be considered ordinary household pets.) There shall be no intentional breeding of animals for commercial purposes on the Property. No outside dog pins or runners shall be allowed on any Lot. Owners' dogs which are outside the house, must be kept on a leash and accompanied by the Owner, or may be kept in an invisible fence. Dogs shall not be allowed to roam or stray outside of their owner's Lot unaccompanied by such owner.

2.18. No utility trailer, no wrecked, unlicensed (untagged), or nonoperational motor vehicle; and no household appliances, shall be kept in a location in which the same can be viewed by Lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other waste shall be kept upon any Lot except in closed sanitary containers which must be placed behind the house and out of view from the street except on garbage pick up day.

2.19. No mining or drilling for oil, gas, or other minerals is to be allowed.

2.20. Garage sales, rummage sales, yard sales, moving or estate sales, and any other such sales that solicit the presence of the public are prohibited.

2.21. Port-a-Pots (or a comparable freestanding, enclosed toilet) shall be installed on every Lot in which construction of the primary residence is in progress. In the event an Owner or builder is simultaneously constructing residences upon multiple Lots, a single Port-a-Pot may be utilized for all such Lots so long as it is reasonably accessible thereto. In no event shall a Port-a-Pot remain on a Lot for a period exceeding twelve months, and the same shall be removed immediately upon completion of construction.

2.22. No barbwire or chain link fences may be constructed or maintained on any Lot. Decorative wooded privacy fences may be installed upon Developer's approval.

2.23. No signs may be erected or posted on any Lot with the exception of signs which solely advertise any Lot or residence constructed thereon for sale by owner or through a Realtor. This restriction is not binding upon the Declarant for so long as it is an Owner, and does not prohibit the posting of signs by the Developer or the Association on its Common Areas and Roads.

2.24. Driveways constructed with asphalt or concrete must be installed prior to occupancy of any Residence and must extend from the garage to the Road.

2.25. Mailboxes, post, numbers and letter on mailboxes will be of a uniform standard throughout the subdivision and will be provided by Declarant with the cost to be reimbursed by Owners, price not to exceed thirty-five dollars (\$35.00).

2.26. All houses must have two car garage or carport.

2.27. All exterior paint colors must be pre-approved by declarant and/or association.

2.28. All Lots must be maintained and kept mowed. Upon the failure of the owner to maintain and keep mowed any such Lots, the Declarant shall be entitled to reasonably maintain and/or mow the same and to assess the Owner for the reasonable cost thereof.

2.29 No owner may construct any improvement or have any storage of building materials, vehicles of any type or any other items, or plant or cultivate any plant life other than fescue grass upon portions of any Lots which are encumbered by any electric transmission line easement reflected on any recorded plat of any portion of the Property, or plat or survey reflecting such Lot, except that such owner may construct a driveway upon such power line easement except for Lots 3, 4, 5, 6, 7, 8, 9, 10, 12, 104, 107, 108, 109, 110, and 111. Lots 3, 4, 5, 6, 7, 8, 9, 10, 12, 104, 107, 108, 109, 110, and 111 must be accessed from interior streets only.

Article III ROADS and COMMON AREAS, AND POWER LINE EASEMENT

3.01 The Subdivision is designed as a private community. The roads, power line easement and common area will be maintained by the Declarant until such time as Declarant shall form the Association as provided in Article VI, below. 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 Declarant may, in its sole discretion, hereafter by authorized and entitled 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 this Declaration.

3.02 Owners shall be liable to the Declarant or the Association, as the case may be, for any damage caused by the Owner, its invitees, employees and subcontractors, to the roads and common areas.

3.03 Roads, rights-of way, and easements, for the purpose of vehicle traffic or installation and/or maintenance of utilities, may not be extended across any Lot for the purpose of gaining access to any adjoining Lot or any non-Subdivision property. The foregoing provision shall not apply to or be binding upon the Declarant or anyone acting on its behalf. The Declarant further reserves the absolute, exclusive, continuing easement and right to construct, erect, place, repair, maintain and replace, from time to time, along any present or future roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate, necessary and/or useful in furnishing and satisfying the residential utility uses and needs of the Property subject to this Declaration and all such Lots, including, but not limited to the following utility services: electricity, water, sewer, cable, and gas.

3.04 The Declarant expressly reserves the right to amend any plat of the Subdivision even if the amended plat alters the boundaries and amount of acreage/square footage of any Road or Common Area, or improvements thereon.

3.05 Each owner, by acceptance of a deed, hereby grants to the Declarant, the Association, and to every other Owner, and their invitees, a non-exclusive, permanent right-of-way easement for ingress and egress to the Subdivision roads. Such easement shall not be defeated by non-use.

Article IV ASSESSMENTS AND CREATION OF LIEN AND PERSONAL OBLIGATION

4.01 Each Owner, by acceptance of a deed or instrument conveying title to a Lot, shall pay to the Declarant (or instead to the Association once the same is formed) a fee of \$200.00 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 15th shall be prorated as of the date of closing. Upon payment of such sum to the Declarant (but not the Association), the same may be deposited into Declarant's general operating account (however the same is titled or designated) to be applied towards the maintenance and upkeep of the Roads and Common Areas, and administrative expenses relating to the Property.

4.02 Commencing on January 15th of the year following the Owner's purchase of the Lot, there shall be assessed against each Lot owned by any Owner, an annual Assessment levied by the Declarant (or instead by the Board once the Association 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 this Declaration, and, once formed, the payment of the necessary operating costs, debts and administrative and other expenses of the Association.

4.03 The Declarant (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 Declarant 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.

4.04 Each Owner also covenants to pay to the Declarant (or instead to the Association once the same is formed) any special assessments for capital improvements and expenses deemed necessary by the Declarant or the Board, which may from time to time be levied against each Lot owned by such Owner.

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4.05 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.

4.06 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 of eighteen (18%) per annum 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.

4.07 Assessments shall be due and payable on the date an assessment statement is rendered by Declarant or the Association, however, no interest or late charges shall accrue so long as payment is received within thirty days therefrom.

4.08 Notwithstanding anything contained herein to the contrary, the Declarant shall not be subject to or liable for any special or annual assessments.

4.09 The Assessments herein described constitute 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.

Article V ARCHITECTURAL CONTROLS

5.01 No structure, building, or other improvement (including without limitation remodeling and repainting) shall be constructed, erected, placed, modified, or altered on any Lot until building plans and specifications and a site plan showing the locations of all proposed improvements and landscaping have been submitted and approved in writing by Declarant (or its authorized agent, assignee, delegate). In evaluating the plans submitted to the Declarant, it shall seek to assure conformity and harmony of external design with existing structures in the Subdivision. Prior to the construction of the initial structure in the Subdivision, the Declarant shall establish design standards and shall make the same available to any prospective purchaser who may request the same in writing. In the event the Declarant fails to approve or disapprove any proposed plans within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

5.02 Building plans shall include at a minimum all exterior finishes, approximate dimensions, location of improvements with respect to set-back lines, roof type, and colors.

5.03 After Declarant forms the Association, the duty of examining and approving the aforesaid plans and specifications shall be delegated automatically to the Association (See Article VI, below). The Association shall be authorized to form an Architectural Control Committee which may promulgate building and design standards which may exceed, but may not be inconsistent with those described in this Declaration. If no Architectural Control Committee is thus formed, the responsibility for examining and approving such proposed plans shall belong to the Board.

Article VI HOMEOWNERS' ASSOCIATION

6.01 As hereinafter provided, the Declarant shall form a Property Owners Association known as "The Sanctuary at Lake Nottely Homeowners' Association" or "The Sanctuary at Lake Nottely Homeowners' Association, Inc." 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 architectural controls described herein, 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.

6.02 Upon its formation, all Owners shall automatically be members in the Homeowners Association.

6.03 Upon its formation, the Members of the Association shall elect a Board which shall consist of at least five members who shall be elected by the members annually. The Board shall have the authority to conduct the business of the Association.

6.04 The Association shall adopt By-Laws consistent with this Declaration to govern the operation of the Association which By-laws shall govern, among other things, the election or appointment of members of the Board, election of Officers of the Association, the term of office and method of removal of Board members and Officers, notice requirements for regular and special meetings, the timing and mechanics of elections and Annual and Special Meetings, matters relating to the Budget and Assessments, the method of Amending the By-laws, and such other matters reasonably related to the proper operation and functioning of the Association.

6.05 The Association, by and through its Board, shall maintaining records of its financial transactions and activities which shall be reasonably available to the Members. No part of the net earnings of the Association shall inure to the benefit of any owner, member, director, officer or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes.

6.06 The Association shall be authorized, but not obligated, to construct a swimming pool, tennis court(s) and/or other amenities upon approval of a majority of the Owners by vote conducted in accordance with the Association By-Laws, with the cost thereof to be paid by dues and assessments levied by the Association.

6.07 The Association may be established as a Georgia non-profit corporation.

6.08 The Declarant shall form the Association at such time as the first of the following events occur:

a) When 95% of the Lots on the Property and such other Additional Property which may be subjected to these covenants have been conveyed, by either the Declarant or by a Builder who purchased the Lot from the Declarant 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 Declarant may, in its discretion, determine.

6.09 Notwithstanding anything contained herein to the contrary, in the event the Declarant forms the Association prior to the occurrence of the first of the events described in paragraphs 6.08 a) or b), above, until such time as one of such events has occurred, the Declarant reserves the right to appoint the members of the Board and the Officers, all of which persons appointed by Declarant may be non-Owners.

6.10 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 Declarant, 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.

The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters coming before the Association. The

Class B member shall be entitled to three (3) votes for each Lot owned by it. The Declarant's Class B membership shall cease and shall be converted to Class A membership at such time as ninety-five percent (95%) 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 Declarant or by a Builder who purchased the Lot from the Declarant for the purpose of erecting a dwelling thereon, to an individual Owner for residential occupancy.

6.11 The Declarant 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 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 attorneys' 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 Declarant and the Association by virtue of this Declaration and by law.

ARTICLE VII MISCELLANEOUS

7.01 ENFORCEMENT. 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 Declarant (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 Declarant, 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.

7.02 SEVERABILITY. Each term, provision, restriction, and condition of this 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.

7.03 BINDING PERIOD OF THIS DECLARATION. 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 successive period of ten (10) years, and there shall be no limit on the number of times such covenants shall be renewed.

7.04 TERMINATION OF COVENANTS. To terminate a covenant, at least 51 percent 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 be incorporated 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.

7.05 AMENDMENT OF COVENANTS. The Declarant (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 70% 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.

7.06 ANNEXATION. The Declarant 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 therefrom by a road or natural barrier. Declarant further reserves the right to subject other tracts or parcels of land located in Union County, Georgia to this Declaration.

7.07 RESERVATION OF RIGHTS TO DECLARANT. Notwithstanding anything contained herein to the contrary, the Declarant 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 any Subdivision Plat which is of record at the time of any Owner's purchase of any Subdivision Lot.

7.08 GOVERNING LAW, JURISDICTION and VENUE. These covenants shall be construed in accordance with Georgia law. In the event a dispute should arise involving Declarant, 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 Gwinnett County, Georgia.

LAKE NOTTELY ASSOCIATES, LLC

Thomas Harris 10-9-2001
BY: THOMAS W. HARRIS, DATE
MANAGING PARTNER

Christy Harris
Witness

Subscribed before me this the day of
10-9-2001, 2001.

Conie L. Kluwe
Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires February 16, 2002

Seal Affixed

498

UNION COUNTY, GEORGIA
October 18th, 2001
9:00 A.
in Book 391 Page 492-499

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 113 and 114 of the 9th District, 1st Section, Union County, Georgia containing a total area of 153.385 acres as shown on a plat of survey by Rochester and Associates (James L. Alexander, Georgia Registered Land Surveyor No. 2653) dated May 4, 1999 and more particularly described according to said plat as follows:

BEGINNING at a 26 inch white oak tree marking the original corner common to Land Lots 103, 104, 113, and 114 and run thence along the Land Lot line common to Land Lots 103 and 114 South 87 degrees 53 minutes 15 seconds East a distance of 1343.05 feet to a point marked by an iron pin found; run thence South 78 degrees 45 minutes 41 seconds East 795.77 feet to a point marked by an iron pin found; run thence South 05 degrees 55 minutes 22 seconds West 260.38 feet to an iron pin found; run thence South 77 degrees 59 minutes 01 seconds West 207.10 feet to an iron pin found; run thence South 82 degrees 40 minutes 35 seconds West 253.60 feet to a point marked by an angle iron; run thence South 03 degrees 16 minutes 11 seconds East 288.32 feet to a point marked by an iron pin found; run thence South 14 degrees 51 minutes 56 seconds East 1826.58 feet to a point marked by an iron pin found on the Land Lot line common to Land Lots 114 and 139; run thence along said Land Lot line South 89 degrees 47 minutes 25 seconds West 2248.99 feet to an iron pin found at the corner common to Land Lots 113, 114, 139 and 140; run thence along the line common to Land Lots 113 and 140 South 89 degrees 48 minutes 19 seconds West 584.12 feet to a point; run thence North 00 degrees 21 minutes 19 seconds West 41.28 feet to a point; run thence North 00 degrees 21 minutes 19 seconds West 2580.81 feet to a point marked by an iron pin found; continue thence North 00 degrees 21 minutes 19 seconds West 1.22 feet to a point on the Land Lot line common to Land Lots 104 and 113; run thence along said Land Lot line South 81 degrees 21 minutes 29 seconds East 249.99 feet to a point marked by an iron pin found; run thence along said Land Lot line South 88 degrees 21 minutes 29 seconds East 472.92 feet to a point marked by a 26 inch white oak tree located at the corner common to Land Lots 103, 104, 113 and 114 which is the PLACE OR POINT OF BEGINNING.

LESS AND EXCEPT THAT TRACT OR LAND lying and being in Land Lot 113, 9th District, 1st Section of Union County, Georgia, and being Tract 2 containing 2.175 acres as shown on a plat of survey by Rochester & Associates, RS #2653, dated 1/28/99, revised 2/4/99, as recorded in Plat Book 42, Page 103, Union County records which description on said plat is hereby incorporated by reference and made a part hereof.

Return to: Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

RE: *Restrictions dated October 9, 2001,
Recorded in Deed Book 391, Pages 492-
499, Union County records.*

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of the property described below by their presence hereby make, declare and impose upon the referenced parts of the property described the following Amendment to Restrictions, by their signatures below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in Land Lots 113 & 114, 9th District, 1st Section of Union County, Georgia, as more fully described on the attached Exhibit "A", incorporated herein by reference and made a part hereof.

The provisions of Article III, Paragraph 3.01 of the Declarations of Restrictions recorded in Deed Book 391 pages 492-499, Union County records is hereby deleted in its entirety and in lieu thereof, said Paragraph 3.01 shall read as follows:

3.01 The Subdivision is designed as a private community. The roads, power line easement and common area will be maintained by the Declarant until such time as Declarant shall form the Association as provided in Article VI, below. 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 Declarant may, in its sole discretion, hereafter be authorized and entitled 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, statues, or the like, even if such should conflict with the provisions of this Declaration. The powerline easement as shown on the above referenced plat shall remain a common area. No driveways, planting, storage area, fencing or animal shall be kept or maintained in the power line easement, with the exception of lots 32, 33, 34, 35, 36, 37, 38, 39, 104 and 105. These lots may have driveways off The Sanctuary Drive which is under the power line and may landscape these lots in accordance with restrictions previously set fourth in this document.

Except as amended herein the provisions of the restrictions recorded in Deed Book 391, pages 492-499, Union County records are hereby incorporated by references as if the same were set out in full

IN WITNESS WHEREOF, the undersigned hereby sets their hands and seal this 24 day of March 2003.

Sworn to and subscribed before me

this 24th day of March 2003.

Christina Harris
Witness

Corrie L. Alewine
Notary Public

My commission expires: Seal Affixed

LAKE NOTTELY ASSOCIATES, LLC

Thomas W. Harris
BY: Thomas W. Harris, Managing Member

UNION COUNTY, GEORGIA

FILED & RECORDED MARCH 28,
2003 AT 8:00 A.M.
RECORDED IN BOOK 459 PAGE 428-429

CORRIE L. ALEWINE
Notary Public, Gwinnett County, Georgia
My Commission Expires February 16, 2006

Corrie L. Alewine N.C.C.