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GARY BELL, C.S.C.  
BARTOW COUNTY, GA.

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
LAKESIDE AT HAWKS FARM**

THIS DECLARATION, made on the date hereinafter set forth by **HAWKS CREEK, LLC.**, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the Owner of all that tract or parcel of land lying and being in Land Lots 7, 8, 9, of the 22<sup>nd</sup> District and Land Lots 15, 16, 17, 18, 57 & 58 of the 21<sup>st</sup> District, 2<sup>nd</sup> Section of Bartow County, Georgia, known as Lakeside at Hawks Farm, as shown on a final plat for Lakeside at Hawks Farm, as surveyed by Smith & Smith, land surveyor, which plat is recorded at Plat book \_\_\_\_, Page \_\_\_\_\_, in the Office of the Clerk of the Superior Court of Bartow County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

**NOW THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Lakeside at Hawks Farm

Homeowners Assoc., Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described on the Lakeside at Hawks Farm Plats as referred herein.

Section 4. "Easement Area" shall mean the easement area shown on Lot 101 & 156 for the subdivision monument and community gate. Easement area shall also include the access easement lanes as shown on the subdivision plat recorded of record and provides access to the Corp of Engineers property. Easement area shall also include the roads contained within Lakeside at Hawks Farm and shall also include easements for any and all utilities which shall include but not be limited to power and water.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to **HAWKS CREEK, LLC.**, and its successors and assigns upon the specific assignment of Declarant's right and privileges provided by this Declaration, and provided such successor or assign acquires more than one undeveloped lot from Declarant for the purpose of development.

Section 7. All roads in the development, Hawks Creek, LLC., are private roads for the use and benefit of all lot owners. The development shall have a gated entrance to the Development.

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ARTICLE II

Section 1. Monument Area and Gate Area, Decorative Fence Easement Areas, and Access to the Corporate Property. Every Owner shall have a right and easement of enjoyment in and to the Monument and Gate Easement Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees to maintain the sign, gate and landscaping located in said easement area and right of the Association to maintain the sign, gate, entrance features, and easement area.

(b) There shall be a right and easement for the maintenance of the decorative fence placed along the right-of-way or edge of State Route 20.

(c) The Homeowners Association for the Lakeside at Hawks Farm, shall have the right to charge reasonable fees to maintain and keep access easements areas to the Corp. of Engineers property in good order and repair.

Section 2. Private Roadways

(a) All roads in the Lakeside at Hawks Farm are private roads and each and every lot owner its successors or assigns shall have a perpetual easement for ingress and egress over and onto such roads which shall be appurtenant to and run with a title to each lot. All roadways in Lakeside at Hawks Farm shall also include easements for any and all utilities including but not limited to power and water.

Section 3. Maintenance and Repairs to Roads.

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The cost repairs and maintenance of any roads shall remain the responsibility of Declarant until such time as a final plat has been approved by the governing authority for the Lakeside at Hawks Farm.

The cost and expenses for maintaining the roads shall be the responsibility of the Homeowner's Association upon such time as final plat has been approved by the governing authority of Bartow County.

The Homeowner's Association shall have the full right of collection for maintenance of all roads or other areas required to be maintained by the Homeowners Association.

Section 4. Assessments. The annual assessment for repair and maintenance of the road may be assessed and provided for by the Board of Directors for the Homeowner's Association for Lakeside at Hawks Farm. The Board may provide for the assessment to be paid monthly or within thirty (30) days after the annual assessment has been set by the Board.

Section 5. Nonpayment of Assessment or Cost of Repair or Maintenance.

In the event that an assessment is not paid on or before the date when due as provided for under Section 4, then such assessment shall become delinquent, and shall, with interest thereon at the rate of 12% and the cost of collection thereof, become a continuing lien on the delinquent owner's property, which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. The agent as designated by the property owners shall have the full right of collection against the delinquent property owner, and the right to file against the owner's property a lien for such assessment, and to further recover the cost of collection as incurred by the Homeowner's Association in the recovery of amounts due. Cost of collection shall be inclusive but not limited to any attorney's

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fees and court cost.

Any lien for any assessment shall be subordinate to the lien of any mortgage or security interest placed on the property if the mortgage or security interest is placed on the public record prior to the filing of the notice of the lien for the assessments.

The President of the Homeowner's Association, or any other officers designated by the Homeowner's Association shall furnish to any lot owner a certificate, in writing, signed by the agent, setting forth whether said assessment has been paid, and such writing shall be conclusive evidence of any such payment of any assessments or amounts due from any lot owner.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and who shall be entitled to four (4) votes for each Lot owned; provided, however, that so long as Class B membership

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exists, then Class B members shall be the only class eligible to vote on the members of the Board of Directors of the Homeowners Association until the earliest of the following events:

- (a) Six (6) months after Declarant has sold all of the lots in Hawks Farm.

Declarant may appoint or remove any members of the Board of Directors until (6) months after the Declarant has sold all lots.

- (b) on December 31, 2005.

Section 3. Books and Records of the Board:

The Board may set reasonable times for any review of the books and records of the Association. Such review shall be at the times as designated by the Board and shall be during normal business hours.

**ARTICLE IV**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal

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obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the roads, entrance gate, landscaping and easement areas, decorative fence along State Route 20, subdivision sign, and the entrance accesses to the Corp property.

Section 3. Maximum Annual Assessment. Until January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED DOLLARS (\$300.00) per Lot.

(a) From and after January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) From and after January 1 of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of 5% above the maximum assessment for the previous year unless a greater amount is approved pursuant to Subsection 3(b).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Monument Area, roads or entrance gate, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3(b) & 4. Written notice of any meeting called for the purpose of taking any action authorized under sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The

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annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Monument Area, Entrance gate or easement area to the Homeowners Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum; or such rate as fixed by the Board, from time to time not to exceed the maximum rate permitted under law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof,

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Section 10. Assessments and Amounts Due Under Article IV shall apply to all lots in the development.

**ARTICLE V**

**ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL**

Section 1. Architectural Committee. The "Architectural Committee" shall be composed of one representative appointed by the Declarant until six (6) months after such time as Declarant has sold its last lot in the Subdivision. At that time, the Architectural Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member or designated member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding. Any disapproval, or approval based upon

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modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. The "Architectural Control Committee" must approve the original house plans, site plans, and landscaping plans (including any fences) for any lot. Structure as defined as follows - Structure: Any thing or devise (other than trees or shrubbery less than four (4) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, barn, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, flag pole, or television antenna, fence, curbing, paving, wall or hedge more than two (4) feet in height, signboard or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters form, upon or across any Lot, or which affects or ~~alters~~ the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot and (ii) any change in the grade of any Lot of more than twelve (12) inches ~~from that existing at the time of purchase by each Owner~~. No prohibited structure shall be

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commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved, in writing, by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Lot); (ii) a clearing plan for the particular Lot, and such other information required by the Architectural Committee; (iii) a drainage plan; (iv) plan for landscaping; and (v) plans and elevations of proposed structures.

Section 3. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;

- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed Structure;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not began within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

**Section 4. Retaining Copy of Plans.** Upon approval by the Architectural

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Committee, the plans will be retained by the Committee as part of its records.

Section 5. Rules of Architectural Committee: Effect of Approval and Disapproval:

Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and any issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that: (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions; and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied within regard to all Structures on and uses of the Lot in question. Any plan submitted must be approved or

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disapproved by said Committee, within thirty (30) days of receipt of the same.

Section 6. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, planned or maintained upon any Lot in violation hereof, shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If property Owner, fifteen (15) days after the notice of such a violation exists, shall not have taken reasonable steps toward the removal or termination of the same, the Architectural Committee or Declarant shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a Court of record in Bartow County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 7. Waiver of Liability. Neither the Committee, or any Architect nor agent thereof, nor Declarant, nor any agent or employee of any of the foregoing, shall be responsible in any way, for failure of Structures to comply with requirements of this Declaration, any

defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provision, nor for any structural or other defects in any work done according to such plans and specification and all person submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 8. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for review within thirty (30) days after said plans and specification have been submitted to said Committee, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

Assossory structures as allowed in the Subdivision, may be pre-constructed structures, but shall not be located on any Lot without receiving permission of the Architectural Committee.

Section 1. No Lot in the development shall be less than five (5) acres.

Section 2. No pre-manufactured housing is acceptable. No residence in whole or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being relocated from another site to a Lot in the Subdivision. Only on site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

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Preassembled play structures, storage sheds and tree houses may be allowed, but must be approved by the Architectural Committee prior to construction and/or erection and approved as to location.

Section 3. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without prior "location consent" of the Architectural Committee. The Architectural Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment upon a Lot, if there is no suitable location on the Lot for the placement of such devices without effecting the aesthetic qualities of the subdivision in general.

No short-wave antennas or similar antennas shall be located on any Lot in the Subdivision without written approval of the Architectural Committee, which may deny placement of any such antenna, if it deems that there is no suitable location for the same.

Section 4. Any boat, boat trailer, bus, trailer, motor home or any similar item must be out of sight of adjoining houses and out of sight or not visible from the roads.

No junk, parts or parts-vehicles shall be placed or located on any Lot in the Subdivision, unless they are located inside of a structure that has been approved by the Architectural Committee. Any vehicle without registration and tag, or an inoperable vehicle, shall be deemed a junk vehicle.

Section 5. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards;

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including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the Owner, except when on a leash. Upon ACC approval of a barn, horses are a permitted animal.

Section 6. No sign or other advertising devise of any nature shall be placed upon any Lot except as provided herein, other than an approved "For Sale" or "For Lease" sign placed upon any Lot which is in fact for sale or for rent. Any other signs or advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Small, discrete signs designating that a party has a security system are permissible.

Section 7. No temporary house, trailer (except developer may use a trailer type unit for sales or construction office), garage, shack or tent shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for school kindergartens, or business of any nature; provided, however, that nothing contained herein shall prevent children living at such address from receiving home schooling in accordance with the provisions of Georgia Law. All Lots shall be used for single family residence purposes only and no such Lot shall be subdivided.

Section 8. No lumber, metals, bulk materials (except lumber, metals and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials

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during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-ups. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 9. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 10. No dwelling located on any Lot shall be more than three (3) stories in height, excluding basement.

Section 11. No dwelling located in the Subdivision shall have heated living area, exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 2,200 square feet for a one story or split level home. A multi-storied dwelling (up to three stories) shall have a minimum of 2400 heated square feet.

Section 12. Commercial vehicles, of all types and kinds, are prohibited from being located or parked within the Subdivision for a period of time exceeding twenty-four (24) hours on a regular basis (which parking said vehicle types for more than two nights during any given week would be deemed a regular basis, violating the Covenants), except in the event that the vehicle can be located on the lot so that it is not visible from the street or by the residents of

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the adjoining lots and property. This specifically includes but is not limited to all types of commercial vans, trucks one ton and over, bearing commercial insignias.

Section 13. Design and location of swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading. Only inground swimming pools will be allowed on any lot in the development.

Section 14. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. Any propane gas tanks must be located underground.

Section 15. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 16. A professional or home industry shall be allowed only so long as it meets the approval of the appropriate governing authority for Bartow County. Any vehicle used in the home industry or profession larger than a 4-Wheel Van shall not be parked on the property unless it is not visible from the street or adjoining lots. No signs shall be permitted on the lot regarding the profession or home industry.

Section 17. Outdoor clothes lines are not permitted on any Lot unless they can be located so that they are not visible from the street or the adjoining property.

Section 18. The design of all mailboxes and flagpoles must be approved by the Architectural Committee.

Section 19. All fencing must be approved by the Architectural Committee and installed in accordance with such approval as Section 24.

Section 20. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses, play structures, storage sheds, and barns visible from the road and adjoining lots must be approved by the ACC.

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Section 21. No obnoxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 22. With respect to each Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction.

Section 23. No Owner of a Lot which abuts any stream or waterway shall dam-up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots.

Section 24. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by the Architectural Committee prior to construction.

Section 25. Unless waived by the Developer in writing, no Lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision.

Section 26. As to any Lot in this Subdivision on which a storm drain or detention area is located, an easement is reserved to County Authorities, as shown by the plat recorded for Lakeside at Hawks Farm. Each Lot Owner shall be responsible for maintaining that portion of any detention area or drainage easement which is located on their Lot, such that the drainage easement or detention shall be kept free of any obstruction that might block the intended flow of water. Should a Lot Owner fail to so maintain the drainage easement or detention area, then the Homeowners Association shall have the right to enter upon the Lot and take steps necessary to maintain the integrity of the drainage easement and the Lot Owner shall be responsible to keep the detention area free of debris, limbs, trash, or to keep any and all

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grass properly mowed. Any drainage pipes located at the end or terminus of a detention area shall be maintained or repaired by the Lot Owner.

Section 27. The yards, shrubs and natural areas of each yard shall be maintained on a regular basis in keeping with a quality Community. In the event that a Property Owner fails to maintain his grass, shrub and natural areas visible from the street then, upon written notice to the Property Owner, the Home Owners Association has a right to enter upon the property and perform such yard work, shrubbery or grass cutting as is appropriate and necessary to keep up the premises. The cost of such maintenance, grass cutting and work shall be paid by the Property Owner upon demand by the Home Owners Association. In the event that the Property Owner fails to pay for said maintenance within ten (10) day of the date of the written demand, then the Home Owners Association may file a lien against the Owner's Property in the same manner as an assessment and use the same collection remedies and interest assessments, as if it were an assessment.

Section 28. No clothes lines, equipment, garbage cans or wood piles shall be kept unless totally screened by adequate planting or approved fencing so as to conceal them from the view of neighboring residents and roadways.

Section 29. The Architectural Control Committee may approve an exception of variance to the building setback requirement as set forth or detailed on the development plat or other plats applicable to Lakeside at Hawks Farm. Any such approval must be in writing and signed by the chairman of the Architectural Control Committee.

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**ARTICLE VII**

**GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded after which time they may be extended as provided by Georgia law. The Lot Owners may amend this Declaration by an instrument signed by not less than one half of the Lot Owners provided that any amendment by the Lot Owners must be approved by Declarant during the time that Declarant owns any lot in the subdivision. Any amendments to the Covenants must be recorded on the Deed Records of Bartow County.

Section 4. Amendments by Declarant. During any period in which Declarant retains the right to appoint or remove any Directors and Officers of the Association, or during the time Declarant has a right to appoint the representative for the Architectural Control Committee, and for one (1) year after Declarant has conveyed all of the lots in the

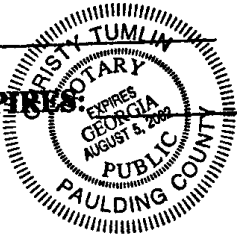
development, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Superior Court of Bartow County without the approval of any Lot Owner or mortgagee.

IN WITNESS WHEREOF, the undersigned has hereto set his hand and seal, to the within and foregoing Declarations of Covenants, Conditions and Restrictions this 14<sup>th</sup> day of FEBRUARY, 2000.

Andy Suggin  
WITNESS

[Signature] (SEAL)

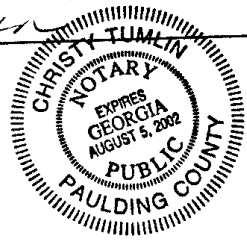
Christy Tumlín  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
(34581/tb)



Andy Suggin  
WITNESS

[Signature] (SEAL)

Christy Tumlín  
NOTARY PUBLIC



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