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LINDA D. HAYS  
CLERK SUPERIOR COURT      WESLYAN COMMUNITY  
NEWTON COUNTY, GEORGIA

THIS DECLARATION, made on the date hereinafter set forth by E<sup>c</sup> Enterprise, LLC, a Georgia Limited Liability Company, hereinafter referred to as "Developer".

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Developer is the sole owner of certain real property situated in Newton County, Georgia, and described more particularly as follows:

All those certain lots or parcels of land lying and being in Land Lots 354 and 365 of the 9th Land District of Newton County, Georgia, being designated as Lots 1 through 24, inclusive, of WESLYAN COMMUNITY, a subdivision as per plat prepared by M. D. Patrick Engineering, and being more specifically described on Exhibit "A", being of record in the Office of the Clerk of the Superior Court of Newton County, Georgia, which said plat and the record thereof are hereby incorporated herein and made a part hereof by reference.

WHEREAS, the above-described lots have been designated WESLYAN COMMUNITY; and

WHEREAS, E<sup>c</sup> Enterprise, LLC, as Developer believes that the lands herein described which are and remain subject to this Declaration shall benefit from the covenants, restrictions, easements, charges, liens and agreements established herein for the purpose of governing the improvement, use, enjoyment, occupancy and ownership of the lands described herein; and

WHEREAS, in order to implement the aforesaid purposes and intentions, E<sup>c</sup> Enterprise, LLC, as Developer, deems it necessary to establish this Declaration and create an organization to which common property can be conveyed and to which the Developer can delegate the power, authority and responsibility to maintain the common property and administer this Declaration.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by the Developer and accruing to the property described herein and to the owners of the property within the WESLYAN COMMUNITY, the Developer hereby declares that the above-described real property shall be held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the property described herein shall be subject to the 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 referred to above. This Declaration shall be binding upon all grantees and successors in title to any portion of the above-described real property, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, and they shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration.

ARTICLE 1

DEFINITIONS

Section 1. Definitions When used in this Declaration, the following words shall have the following meanings:

1. "Association" shall mean and refer to the WESLYAN COMMUNITY, INC., a Georgia not-for-profit membership corporation which the Developer shall cause to be incorporated for the purpose of succeeding to the Developer's ownership of all common area property and to the Developer's administration and enforcement of this Declaration.
2. "Properties" shall mean and refer to portions of the real property described above which shall be known as WESLYAN COMMUNITY, together with any real property which is annexed or added to the subdivision by a subsequent amendment of this Declaration.
3. "Common Area" shall mean all real property and easements, including the improvements now or hereafter located thereon, including, but not limited to private streets, lakes, drives, parking areas, walkways, trails for jogging, walking and riding, landscaping, entranceways, fencing, signs, or other similar facilities intended by the Developer to be devoted to the common use, benefit and enjoyment of the members of the association as owners of lots within Wesleyan Community, their families, guests, and invitees. Said common area is as designated and set forth on the recorded plat of WESLYAN COMMUNITY.
4. "Owners" shall mean and refer to the record title Owner of fee simple legal title to any designated lot within the platted subdivision known as WESLYAN COMMUNITY.
5. "Board" shall mean and refer to the Board of Directors of WESLYAN COMMUNITY, INC.
6. "Lot" shall mean and refer to any property within the Wesleyan Community subject to this Declaration whether improved or unimproved and shown as a number parcel on any plat of survey of Wesleyan Community recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia as the same may be revised, modified or amended from time to time, and shall specifically not refer to any Common Area.
7. "ACC" shall mean the Architectural Control Committee, the members of which are initially selected by the Developer, but subsequently appointed by the Board of Directors of the Association.
8. "Developer" shall mean E<sup>2</sup> Enterprise, LLC, as it is now or hereafter constituted together with any successor in interest to E<sup>2</sup> Enterprise, LLC, who expressly assumes responsibility for the continued development of WESLYAN COMMUNITY and assumes the rights and obligations of the Developer under this Declaration. It is expressly provided herein that E<sup>2</sup> Enterprise, LLC may delegate its responsibilities as Developer hereunder to such individuals, corporations, or otherwise by appropriate agreement or Power of Attorney.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, conveyed, transferred and sold subject to the covenants, conditions, restrictions, reservations, easements and charges set forth herein is located in Newton County, Georgia, and is more particularly described as Lots 1 through 24, inclusive, being WESLYAN COMMUNITY, a subdivision as per plat being more specifically described on Exhibit "A", recorded in the office of the Clerk of the Superior Court, Newton County, Georgia, together with all the Easements and Common Areas as shown on said plat of WESLYAN COMMUNITY.

ARTICLE 3

RESERVATIONS AND CREATION OF EASEMENTS

In addition to the easements created or reserved by the Developer elsewhere in this Declaration, the following easements for the common use and enjoyment of the owners shall and do exist as designated and set forth on the recorded plat of WESLYAN COMMUNITY ;

1. A ten (10) feet wide easement for jogging, walking and riding shall exist around the perimeter of Wesleyan Community on lots 1 thru 14 and lot 24, being more specifically described on Exhibit "A", shall constitute a non-exclusive right and easement for the use, benefit and enjoyment of the members of the association, their families, guests and invitees.

2. The entire lake, located on lots 14 thru 24 and the Common Area, being more specifically described on Exhibit "A", shall constitute a non-exclusive right and easement for the use, benefit and enjoyment of the members of the association, their families, guests and invitees.

ARTICLE 4

OWNER'S PROPERTY RIGHTS

Every Owner shall have the right and easement of enjoyment in and to the common areas and facilities which shall be appurtenant to and pass with the title to every lot in WESLYAN COMMUNITY, including a non-perpetual exclusive easement for the benefit of each owner and the lawful occupants of any owner's lot, together with their licenses and invitees, which use shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) the right of the Association, pursuant to its By-Laws to adopt rules and regulations governing the use of the Common Area and facilities, the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and to suspend the use of recreational facilities for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless agreed to in advance by two-thirds (2/3) of the voting members.

(d) the right of the Association or any owner to the use of the Common Area or any lot in the subdivision shall be subject to the limitation that no usage thereof may result in the impairment or blockage of any component or individual element of the surface water management system, including, but not limited to all swales, retention, or detention areas, drainage ditches or out-fall ditches set forth in the plat of WESLYAN COMMUNITY or required by the County of Newton, Georgia.

(e) all provisions of this Declaration, the Articles of Incorporation of WESLYAN COMMUNITY, INC. and the By-Laws and rules and regulations of said Association.

ARTICLE 5

WESLYAN COMMUNITY, INC.

Developer shall cause to be incorporated pursuant to Georgia Statutes, a corporation not for profit, to be known as WESLYAN COMMUNITY, INC. The Association shall from time to time adopt rules and regulations in accordance

with its Articles of Incorporation and By-Laws and when so adopted shall be incorporated in and form a part of this Declaration as if originally contained herein.

## ARTICLE 6

## ASSOCIATION MEMBERSHIP

Section 1. Membership The owner/owners of any lot in the WESLYAN SUBDIVISION shall at all times be a member of the WESLYAN COMMUNITY, INC. and subject to the rules, regulations, assessments and costs thereof. Each lot owner by acceptance of title to the lot agrees to all such rules, regulations and costs as may be assessed through the Board of Directors of WESLYAN COMMUNITY, INC. Membership shall be appurtenant to and may not be separated from ownership.

Section 2. Voting Voting rights in the Association shall be determined by one vote per lot. If a lot is owned by more than one individual, they shall designate fractional votes between themselves, or designate a representative to cast the vote represented by each lot, and their election shall be furnished in writing to the Secretary of the Association at or prior to any meeting which a vote of the membership of the Association is to be taken and designation shall remain as stated until amended or modified in writing by the present owners or subsequent owners of said lot.

Section 3. Proxy Votes Votes shall be cast at any Association meeting in person or by proxy. Proxy votes must be cast by use of the written form designated from time to time by the officers of the Association with proxy votes to be registered with the Secretary of the Association at or prior to any regular or special meeting of the association.

## ARTICLE 7

## COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien Rights and Personal Obligation for assessments. The Developer, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by acceptance of a 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 maintenance assessments or charges for common areas, and (2) special assessments for capital improvements, and (3) property tax assessments for all real property taxes on the Common Areas, such assessments to be established and collected as hereinafter provided. The annual maintenance, special and property tax 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 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or by abandonment of the lot.

Section 2. Common Area Expenses. The annual maintenance assessment will be determined by majority vote by the Board of Directors of the Association and each lot owner shall be liable for his share of the common expenses. The total assessments may include a reasonable allowance for contingencies and reserves in addition to the actual expenses for taxes, repairs and maintenance for the Common Areas.

Section 3. Special Assessments for Capital Improvements. In addition to the annual maintenance assessment referred to above, the Board of

Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of the defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of the capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that such assessments shall have the assent of two-thirds (2/3) of the voting members of the Association who are voting in accordance with By-Laws of the Association.

Section 4. Procedures for Assessments. The Board of Directors, in accordance with the Articles of Incorporation and By-Laws of the Association shall fix the date for commencement of any annual or special assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a ledger of the properties and the assessments applicable thereto which shall be open to inspection by any Owner during regular business hours. In addition, written notice of the assessment shall be sent to each Owner subject thereto.

Section 5. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. If assessments are not paid within thirty (30) days from the due date, they shall be determined to be delinquent and said indebtedness together with interest thereon and costs of collection, including attorney's fees incurred by the Association, shall immediately become a continuing lien on the Property which shall bind such Property in the hands of the then-owner, his heirs, devisees, personal representatives, successors and assigns. The Association, at its option, may bring an action to foreclose the lien against the Property in a like manner as a foreclosure of the mortgage on real property, and the delinquent Owner shall be liable for the costs of preparing and filing a lien, a satisfaction of lien, a complaint in a civil action for foreclosure and such other reasonable attorney's fees as are required, together with such other costs as are reasonably incurred by the Association.

Section 6. Subordination of the Lien. Any lien for assessment as provided for herein shall be subordinate to a lien for any bona fide mortgage or mortgages now or hereafter placed upon the lot subject to the assessment; except that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of the lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. No sale or transfer shall alleviate any real property from the liability for assessment thereafter that becomes due nor from the lien of any subsequent assessment.

#### ARTICLE 8

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee shall initially have three (3) members, who shall be Edward Hutter, Erwin A. Spinner, Jr. and Angie Hutter, and whose members shall continue to be designated by the Developer, until such time as the Developer retains title to less than three (3) lots, or voluntarily relinquishes control, whichever shall first occur. Thereafter, the ACC will be appointed by the Board Of Directors. The Committee may designate one of its members to act as a representative for the Committee.

Section 2. Plan Approval. For the purpose of insuring the development of the lands and the subdivision as a residential area of high standards, no building improvement, swimming pool, garage, playhouse, fence, wall, landscaping, entrance, driveway or other improvement shall be erected, placed or altered until a construction plan and specifications shall have been approved in writing by an Architectural Control Committee, or its successors,

as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to other lots.

Section 3. Approval Period The Architectural Control Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding within that time period shall result in an exemption for said plans and specifications to receive approval and this covenant shall be deemed to have been fully complied with.

Section 4. Approval/Disapproval Grounds Refusal or approval of plan, drawings, specifications, materials or location may be based upon any grounds including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding unless appealed as herein provided.

Section 5. Appeal An Owner aggrieved by a ruling of the ACC may appeal such decision to the Board of Directors of WESYLAN COMMUNITY, INC. The appeal must be in writing stating in clear terms the issue, the ruling of the ACC and why the Owner is dissatisfied with the ruling. All appeals must be entered within fifteen (15) days of the final ruling of the ACC and the Board of Directors shall rule on the appeal within fifteen (15) days of its receipt. Oral arguments on appeal are discretionary with the Board of Directors.

Section 6. Enforcement Any construction or planting made or performed on a lot without application having first been made and approval obtained or that is inconsistent with any approved landscaping layout, plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the owner of the property on which such construction or planting was made or performed. Upon the failure or refusal of such owner to perform the required restoration, the ACC or its authorized agents or employees may, after fourteen (14) days notice to said owner, enter upon the property and perform such restoration as the ACC, in the exercise of its sole discretion, may deem necessary or advisable. Such owner shall be personally liable to the Association for all direct and indirect costs, including Court cost and Attorney's fees, as may be reasonably incurred by the ACC in the performance of such restoration and the liability for such costs shall be enforceable by the Association on behalf of the ACC by appropriate proceedings in law or in equity. The owner's liability for such costs shall also be a permanent charge and lien upon the lot of such owner, enforceable by the Association on behalf of the ACC by any appropriate proceeding in law or equity. In the event a violation occurs, which in the opinion of the ACC, is of a minor or insubstantial nature, it may release the lot or portions thereof from the application of the covenants and restrictions set forth herein, but such a finding must be agreed to unanimously by the members of the ACC.

#### ARTICLE 9

##### GENERAL BUILDING RESTRICTIONS

Section 1. Single Family Structures Only No building or structure of any kind other than single family dwelling shall be erected on any lot in the subdivision, except that swimming pools and other recreational facilities for the exclusive use of the occupants and their guests may be constructed in conjunction with the dwelling and following approval of the Architectural Control Committee. No concrete block houses, mobile homes, modular homes, used houses, or any other house or structure which is built in one location and transported to the property shall be placed upon such property. Except when being used temporarily by the Contractor for initial construction

purposes, no mobile home shall be permitted on any lot nor used for residential purposes, either temporarily or permanently. Both temporary and permanent occupancy shall be allowed only in permanent buildings designed for residential occupancy.

Section 2. Garages, Accessory Buildings and Driveways Only fully enclosed garages will be allowed. No garage door may face a street, except that the Architectural Control Committee may waive this restriction as to corner lots. Each home must contain a garage no smaller than 22 feet by 22 feet, and with no less than two 7 feet by 9 feet or one 7 feet by 16 feet overhead door(s). An additional two garages for a maximum of four (4) garages will be permitted with the approval of the Architectural Control Committee. One accessory building (pool house, workshop, etc.) will be allowed per lot and said accessory building must be built in the same architectural style as the main residential home. Each home must have a all weather hard surface (concrete, asphalt, pavers system,) driveway continuous from the street pavement to the garage door. No mulch or grass driveways will be allowed.

Section 3. Square Footage No dwelling shall be constructed on any lot in the subdivision which shall contain less than two thousand eight hundred (2,800) square feet of heated and air conditioned living area, excluding porches, decks, basements, patios and garages. In the case of a two story dwelling, the first floor shall be a minimum of 1,700 square feet heated and cooled living area, excluding porches, decks, basements, patios and garages.

Section 4. Construction

(a) Any construction commenced on any lot shall be completed within nine (9) months from the date of first delivery of any construction materials to the site.

(b) Disposal of trash, debris, stumps, trees, etc. shall be the responsibility of the lot owner. No dumping shall be permitted in WESYLAN COMMUNITY. A dumpster is required to be on site during all phases of construction for the purpose of maintaining a clear area. The General Contractor will be required to maintain a port-a-john on the lot for use by on site workers. The Owner of the lot is responsible for actions of Contractors or Sub-Contractors under this paragraph.

(c) No building shall be located on any lot within thirty-five (35) of any road right of way or the existing Newton County setback requirement, whichever is greater. Also, no permanent structure will be erected in violation of the setback and easement lines indicated on the recorded plat of the subdivision nor shall any permanent structure be erected closer than twenty (20) feet from the property line of any adjacent lot unless a special exception is granted in writing by the Architectural Control Committee. Such approval shall be prepared in recordable form and recorded by the appropriate Lot Owner.

(d) The outside facade plans and colors for all houses and/or outbuildings must be approved by the Architectural Control Committee.

(e) No fence, wall or hedge shall be permitted to extend beyond the minimum building front setback line established on the recorded plat except upon written approval by the Architectural Control Committee.

(f) Easements are reserved for utility installation and maintenance or recreational purposes and no permanent or temporary structure of any kind shall be erected in the area of an easement.

(g) All permanent utilities shall be underground.

(h) All propane, gas or other fuel storage tanks or containers shall be buried beneath the ground and shall not be visible on the lot.

Section 4. Landscaping

All landscaping plans and specifications shall be approved in writing by the Architectural Control Committee, or its successors, as to the cutting down of any trees and the quality of workmanship and materials to be

used. Under no circumstances shall any tree with a trunk diameter of six (6) inches or more be removed without the specific approval of the Architectural Control Committee.

#### ARTICLE 10

##### LAND USE AND RESTRICTIONS

**Section 1. Exclusion for Business Purposes** No trade, business, service, professional care, instructions or manufacture of any kind or nature whatsoever, shall at any time be conducted on any of the Lots in this subdivision, nor shall any building be erected thereon to be used for such purpose.

**Section 2. Nuisances** Residents and occupants shall refrain from any act or use of the property which could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of any other property made subject to this Declaration.

**Section 3. Signs** No sign shall be allowed on any lot, whether positioned inside or outside of dwelling unit, or along any right-of-way of any roadway unless certificate of approval is received from the ACC. The ACC may exclude any sign which, in its discretion, is not in the best interest of the WESYLAN COMMUNITY. "For Sale" and "For Rent" signs are specifically prohibited in any form.

**Section 4. Maintenance** All Lots, tracts or parcels in WESYLAN COMMUNITY shall be kept in a good and reasonable state of repair and appearance, as comparable to similar subdivisions in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Any Lot Owner shall have thirty (30) days from the date of written notice from the Board of Directors or the Architectural Control Committee as to a lack of maintenance and if reasonable steps are not taken within that time period to correct the condition, the Association shall be entitled to undertake corrective measures with the reasonable cost thereof to be an obligation of the Lot Owner in accordance with the Assessment and Lien Procedure set forth elsewhere herein.

**Section 5. Household pets** No animals, livestock or poultry of any kind shall be raised, bred or kept on the property subject to this Declaration, except that dogs, cats or other household pets may be kept by their respective Owner, provided they are not kept in excessive numbers and do not endanger the health or in the sole discretion of the Association, disturb the Owner of any other lot. Any and all accommodations for dogs, cats or household pets shall be subject to approval by the ACC and shall be designed in such a manner as to be sanitary and shall not be permitted or maintained which are offensive in odor or design or offensive to adjoining property owners.

**Section 6. Horses** Owners of lots comprising of two (2) acres or larger, subject to ACC approval, may keep a maximum of two (2) horses or a number of horses otherwise permitted by the County Ordinance or Code of Newton County, Georgia, whichever is more restrictive. The keeping of horses on the property in WESYLAN COMMUNITY shall not be considered a commercial enterprise pursuant to these Covenants. However, the boarding of horses for third parties is prohibited. The Owner shall be allowed to construct a stable, barn, or various outbuildings and build fences on the above described property. Provided however, that such barn, various outbuildings and fences shall, prior to construction, be approved by the ACC. Provided further, that fencing shall match the fencing utilized by the Developer around the perimeter of WESYLAN COMMUNITY. No stables shall be permitted or maintained which are offensive in odor or design or offensive to adjoining property owners.

**Section 7. Vehicles** Only one trailer, utility trailer, van house



trailer, travel trailer, bus or truck or the like shall be parked or maintained on said property or any portion thereof unless any of such vehicles in excess of one are enclosed within a garage. All minibikes, trail bikes, motor scooters, and/or motorcycles must contain standard mufflers and shall not be operated except on the streets and driveways by licensed drivers and under no circumstances be operated upon the recreational easements in the subdivision. Motorized vehicles making use of the platted streets of the subdivision may be used only in a manner so as not to create a nuisance to other occupants of the subdivision. No repairs to vehicles may be performed except in an enclosed garage or workshop.

Section 8. Antenna/Satellite Dish Satellite dishes and similar devices are allowed only with prior approval by the Architectural Control Committee of the size (limited to 18 inch), color and location on lot.

Section 9. Further Subdivision No Lot shall be further subdivided by any individual property owner without unanimous approval from all title holders of the remaining Lots in the subdivision.

Section 10. Storage and Storage Facilities Horse trailers, motor homes, boats with trailers, tractors and any other motorized vehicle to be kept upon a Lot shall be maintained in an area of the Lot so as to restrict visibility from any street and any storage facility to be used for the storage thereof shall be erected after prior approval by the Architectural Control Committee.

Section 11. Refuse Containers Containers for garbage or other refuse shall be underground or in sanitary screened enclosures, shall be maintained in a sanitary condition and shall not be visible from any street or common area.

Section 12. Mailboxes Mailboxes shall be of such design and location as approved by the ACC.

Section 13. Septic Tanks No construction shall begin without first having obtained approval of the septic tank contractor, location of septic tanks and drain fields by the ACC and the County sanitarian and having obtained approval of plans and drawings by the ACC as provided herein.

Section 14. Restriction Against Interference with Water Drainage Neither the Association nor any Owner may construct either on the common areas or any individual lot any structure or improvement which shall impair, restrict or limit water drainage from the common areas or any lot of the subdivision and no usage may be made of the real property located in the subdivision which would result in a modification of surface water management system as approved by Newton County, Georgia.

#### ARTICLE 11

##### GENERAL RESTRICTIONS

Section 1. Enforcement Any present or subsequent Owner of any of the Lots covered by these Declarations shall have the right to prevent the violation of any of these restrictions by injunction or other lawful proceedings and shall have the right to recover damages resulting from said violation together with the costs incurred in enforcing said restrictions, including reasonable attorney's fees and expenses in the enforcement hereof. The failure to enforce these Declarations in any manner shall in no event be deemed a waiver of the right to enforce said Declarations thereafter as to the same breach of violation occurring prior or subsequent thereto. Enforcement shall be by proceedings at law or in equity, either to restrain a violation or violations or to recover damages, against any person, persons, or entity violating or attempting to violate any covenant.

Section 2. Effective Date These Declarations shall become effective upon recordation in the Office of the Clerk of the Superior Court, Newton County, Georgia.

Section 3. Amendments This Declaration may be amended by the Developer until such time as the Developer has three (3) unsold Lots remaining in the subdivision, or until the Developer elects voluntarily to terminate his right to amendment, whichever shall first occur. Thereafter, this declaration may be amended by a vote of not less than two-thirds (2/3) of the membership of the Association at any special or regular meeting of the Association. Any amendment must be accomplished by a written instrument duly executed by the officers of the Association and recorded in the Office of the Clerk of the Superior Court, Newton County, Georgia.

Section 4. Duration This Declaration shall run for a period of twenty (20) years, after which time, these Declarations shall be automatically extended for successive periods of twenty (20) years, unless earlier terminated, amended or modified by a vote of not less than two-thirds (2/3) of the membership of the association at any special or regular meeting of the Association. Any such amendment or modification of these covenants, conditions and restrictions shall be in recordable form and be recorded in the office of the Clerk of the Superior Court of Newton County, Georgia.

Section 5. Severability Invalidation of any one of these Declarations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. Notices Any notices required to be sent to any member or owner under any provisions of this Declaration shall be deemed to have been properly sent when it is mailed by United States Mail to the last known address of the person who appears as the owner of the Lot in question as set forth on the tax rolls of the Tax Assessor of Newton County, Georgia, as of the time of such mailing.

IN WITNESS WHEREOF, E<sup>2</sup> Enterprise, LLC has caused these documents to be executed this 24<sup>TH</sup> day of OCTOBER, 1995.

Signed, sealed and delivered  
in our presence as witnesses:

Charles J. Sanders  
Witness

Ronald J. [Signature]  
Witness

E<sup>2</sup> Enterprise, LLC  
[Signature]  
Edward Hutter, Manager

State of Georgia  
County of Newton

BEFORE ME, the undersigned authority, personally appeared Edward Hutter, Manager of E<sup>2</sup> Enterprise, LLC, to me personally known, who being by me duly sworn, under oath, did depose and say that he resides in the County of Rockdale, State of Georgia, and that he is the Manager of E<sup>2</sup> Enterprise, LLC, described herein.

Witness my hand and seal in the County and State aforesaid on this 24<sup>TH</sup> day of OCTOBER, 1995.



Walter L. Sanders  
Notary Public, State of Georgia  
My commission expires 24<sup>TH</sup> day  
of OCTOBER, 1997.

SEAL AFFIXED

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LINDA D HAYS  
CLERK OF SUPERIOR COURT  
NEWTON COUNTY

AMENDMENT TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS  
OF  
WESLYAN COMMUNITY

This Amendment, made on the date hereinafter set forth by E2 Enterprise, LLC, hereinafter referred to as "Developer", to the original Declaration of Covenants and Restrictions of Wesleyan Community dated October 24, 1995, recorded October 25, 1995, Book 572, Page 347 through 356, records of the Clerk of the Superior Court of Newton County, Georgia ("Declaration of Covenants") is hereby made pursuant to Article 11, Section 3, of the Declaration of Covenants.

WHEREAS, Developer wishes to amend the Declaration of Covenants to substitute Wesleyan Homeowners Association, Inc., a Georgia non-profit corporation, as the "Association" under the terms of the Declaration of Covenants, thereby replacing and deleting all references in the Declaration of Covenants to Wesleyan Community, Inc., a Georgia for-profit corporation.

WHEREAS, Wesleyan Homeowners Association, Inc., has been duly and legally formed by the owners of Lots within the Wesleyan Community subdivision.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by the Developer and accruing to the property described herein and to the owners of the property within the Wesleyan Community subdivision, Developer hereby declares as follows:

1. The Wesleyan Homeowners Association, Inc., is hereby substituted for "Wesleyan Community, Inc." throughout the terms and provisions of Declaration of Covenants, including, but not limited to, Article 1, Section 1, "Definitions" and Article 5. Wesleyan Homeowners Association, Inc. shall be substituted for Wesleyan Community, Inc. in the definitions of "Association" and "Board" contained in Article 1, Section 1, of the Declaration of Covenants. Further, Wesleyan Homeowners Association, Inc. shall be the entity that succeeds to Developer's ownership of all common area property and to Developer's administration and enforcement of the Declaration of Covenants.
2. Developer hereby recognizes and further memorializes Developer's conveyance, as Grantor, of all of the "Common Area", as defined in Article 1, Section 1, Paragraph 3, of the Declaration of Covenants, and all real property and improvements therein, to Wesleyan Homeowners Association, Inc., as Grantee.

3. Developer hereby declares that Wesleyan Homeowners Association, Inc. shall have the right to enforce the terms and conditions of the Declaration of Covenants and that the Articles of Incorporation, Bylaws, and Rules and Regulations adopted by Wesleyan Homeowners Association, Inc. shall be incorporated in and form part of the Declaration of Covenants as if originally contained therein, and shall substituted for and wholly replace the Articles of Incorporation, Bylaws, and Rules and Regulations of Wesleyan Community, Inc. to the extent same conflict with the Rules and Regulations of Wesleyan Homeowners Association, Inc.
  
4. Developer hereby declares that Wesleyan Community, Inc. is a Georgia for-profit corporation that has been wholly controlled by Developer, and that the Officers, Board of Directors and Members of Wesleyan Homeowners Association, Inc. have no right, title and interest in and to Wesleyan Community, Inc.

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This Amendment to the Declaration of Covenants shall become effective upon recordation in the Office of the Clerk of Superior Court of Newton County, Georgia, shall have the same duration, force and effect as the Declaration of Covenants.