



GA - ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature

Strickland & Lindsay, LLP

Company Name

Winder, Georgia

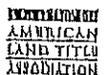
City, State



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



**COMMITMENT  
SCHEDULE A**

File No.: 220336C  
Effective Date: September 10, 2022 @ 8:00AM

Commitment No: 220336C

**Inquiries Should Be Directed To:**

Stewart Title Guaranty Company  
300 Colonial Center Parkway  
Roswell, GA 30076

1. **Policy or Policies to be issued:** **Amount: TBD**

(a) **ALTA Owners Policy (606)**

**Proposed Insured: TBD**

(b) **ALTA Loan Policy (606)**

**Proposed Insured:**

2. **The estate or interest in the land described or referred to in this Commitment and covered herein is**

Fee Simple.

3. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Crump & Company, LLC, a Georgia limited liability company

4. **The Land referred to in this Commitment is located in the County of Walton State of Georgia and described as follows:**

**SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION**

Address of Property (For Identification purposes only).

Street: 5 Tracts on Kent Rock Rd

City: Loganville,

State: GA 30052

Unit/Lot:

Subdiv/Condo:

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

**COMMITMENT  
SCHEDULE B  
EXCEPTIONS**

File No: 220336C

Commitment No: 220336C

**I. The following are the requirements to be complied with:**

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured:

Security Deed from Joe Patrick Crump to Legacy State Bank, in the amount of [REDACTED] dated 12/10/2014, recorded in Deed Book 3723, page 341, Walton County, GA records, as last modified by Modification Agreement, dated 11/03/2020 (adding property as collateral for said Loan, part of which is Tract 2 on Kent Rock Rd.), recorded in Deed Book 4708, page 247, aforesaid records.

Security Deed from Crump & Company, LLC to Vinings Bank, in the amount of [REDACTED] dated 12/01/2020, recorded in Deed Book 4729, page 421, Walton County, GA records, as modified by Modification Agreement, dated 08/23/2022, increasing the Loan Amount to [REDACTED] recorded in Deed Book 5203, page 319, aforesaid records.

Assignment of Rents and Leases from Crump & Company, LLC to Vinings Bank, dated 12/01/2020, recorded in Deed Book 4729, page 433, Walton County, GA records.

UCC from Crump & Company, LLC to Vinings Bank, dated 12/01/2020, recorded in Deed Book 4729, page 448, Walton County, GA records.

UCC Control #1472020000435 from Crump & Company, LLC to Vinings Bank, filed 12/03/2020, recorded Walton County, GA records.

UCC Control #1472020000436 from Crump & Company, LLC to Vinings Bank, filed 12/03/2020, recorded Walton County, GA records.

The 2022 Walton County Property Taxes are DUE in the amount of \$5,809.05 by 11/15/2022; MAP/Parcel #C0290-00000-022-E00 (sp) for Tract 2 (1.98+/- acres) Kent Rock Rd.

The 2022 Walton County Property Taxes are DUE in the amount of \$3,975.15 by 11/15/2022; MAP/Parcel #N029D-00000-004-000 for 5398 Kent Rock Rd.

The 2022 Walton County Property Taxes are DUE in the amount of \$8,645.43 by 11/15/2022; MAP/Parcel #C0290-00000-022-F00 for 5480 Kent Rock Rd.

The 2022 Walton County Property Taxes are DUE in the amount of \$42,298.63 by 11/15/2022; MAP/Parcel #C0290-00000-022-A00 for 5520 Kent Rock Rd.

The 2022 Walton County Property Taxes are DUE in the amount of \$2,939.30 by 11/15/2022; MAP/Parcel #C0290-00000-020-B00 for 5290 Kent Rock Rd.

2. Proper Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:

**Limited Warranty Deed from Crump & Company, LLC to Purchaser, conveying said real estate.**

3. Execution by Owner/Seller/Contractor an Affidavit as to Debts and Liens or Affidavit and Indemnity.
4. Receipt of proof satisfactory to the Company that no improvements or repairs were made on caption property within ninety-five (95) days preceding the filing for record of the instrument(s) required at Item 2 above, or, in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including architect's fees, if any, have been paid; and that there are not parties in possession or with a right to possession other than Seller / Mortgagor.

**COMMITMENT  
SCHEDULE B  
EXCEPTIONS**

File No: 220336C

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**II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.**

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Standard Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes for the year 2022 and thereafter. Taxes or special assessments which are not shown as existing liens by the public records, and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustments, reappraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.

C. Special Exceptions:

1. No insurance is afforded as to the exact amount of acreage contained in the property described herein.
2. All properties above referenced are conveyed together with and subject to the certain Water Line Easement, dated 11/23/2020, recorded in Deed Book 4806, page 164, aforesaid records.

As to Tract 2 (1.938+/- acres), Kent Rock Road:

3. Subject to all applicable exceptions on Plat Book 123, Page 117, aforesaid records, including but not limited to: a) Concrete and Asphalt Drives, and b) drainage lines.
4. Water Line Easement to Crump Enterprises, L.L.C., dated 09/20/2022, recorded in Deed Book 5211, page 286, aforesaid records.
5. Septic Drainfield Easement to Crump Enterprises, L.L.C., dated 09/20/2022, recorded in Deed Book 5211, page 288, aforesaid records.
6. As of the effective date of this abstract, no separate City Tax bill was located applying to the aforesaid property.
7. Subject to Restrictions in Deed Book 43, Page 338, dated 01/23/1957, as amended, revised, assigned, supplemented and restated of record thereto. This property does not have Homeowner's Association Dues. (NOT A PUD)
8. Right of Way Deed from Hugh L Thompson, to Walton County, dated 05/12/1969, filed in Deed Book 78, Page 605 and filed 04/22/1970.
9. Right of Way Deed from Hugh L. Thompson, to Walton County, dated 05/12/1969, filed in Deed Book 87, Page 251 and filed 07/20/1971.
10. Right of Way Deed from Hugh L. Thompson, to Walton County, dated 05/12/1969, filed in Deed Book 87, Page 253 and filed 07/12/1971.
11. Right of Way Deed from Hugh L. Thompson, to Walton County, dated 06/20/1978, filed in Deed Book 165, Page 495 and filed 12/16/1978.
12. Right of Way Deed from Hugh L., to Walton Electric Membership Corporation, dated 04/29/1985, filed in Deed Book 211, Page 199 and filed 07/26/1985.

As to 5398 Kent Rock Road:

13. Subject to all applicable exceptions on Plat Book 71, Page 100, aforesaid Clerk's Office.
14. Right of Way Deed from Hugh Lee Thompson, to Walton County, dated 06/20/1978, filed in Deed Book 165, Page 495 and filed 12/16/1980.

**COMMITMENT  
SCHEDULE B  
EXCEPTIONS**

15. Declaration of Covenants, Conditions and Restrictions filed in Deed Book 688, Page 174, and dated 09/27/1996, and Deed Book 688, Page 178, amended at Deed Book 1320, Page 271, dated 10/03/2001, filed 11/05/2001, as amended, revised, assigned, supplemented and restated of record thereto. Creates a covenant for assessment and possible personal liens and dues. (PUD - not active or not collecting dues and/or assessments at this time)
16. Right of Way Easement from Joe Crump, to Walton Electric Membership Corporation, dated 03/04/2016, filed in Deed Book 3900, Page 151, filed on 04/25/2016.
17. As of the effective date of this abstract, no separate City Tax bill was located applying to the aforesaid property.

As to 5480 Kent Rock Road:

18. Subject to all applicable exceptions on Plat Book 106, Page 30, aforesaid Clerk's Office.
19. Right of Way Deed from Hugh Lee Thompson, to Walton County, dated 06/20/1978, filed in Deed Book 165, Page 495 and filed 12/16/1980.
20. No Protective Covenants located for the subject property.(NOT A PUD)
21. As of the effective date of this abstract, no separate City Tax bill was located applying to the aforesaid property.

As to 5520 Kent Rock Road:

22. As of the effective date of this abstract, no separate City Tax bill was located applying to the aforesaid property.
23. No Protective Covenants located for the subject property. (NOT A PUD)
24. Right of Way Deed from Hugh Lee Thompson, et al., to Walton County, dated 06/20/1978, filed in Deed Book 165, Page 495 and filed 12/16/1980.

As to 5290 Kent Rock Road:

25. As of the effective date of this abstract, no separate City Tax bill was located applying to the aforesaid property.
26. Subject to all applicable exceptions on Plat Book 60, Page 101, aforesaid Clerk's Office.
27. No Protective Covenants located for the subject property. (NOT A PUD)

## **EXHIBIT "A"**

**All that tract or parcel of land, situate, lying and being in land Lot 238, in the 4th District of Walton County, Georgia, and being more particularly described and designated as Tract 2, containing 1.938 acres, more or less, being more particularly show on a plat titled, "Reconfiguration Survey for Crump Enterprises, LLC," dated 08/31/2018, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, GRLS No. 2921, being recorded in Plat Book 123, page 117, Walton County, Georgia records, which plat by reference is incorporated herein for a more detailed description of the lands herein conveyed.**

**Conveyed subject to that certain Water Line Easement to Crump Enterprises, L.L.C., dated 09/20/2022, recorded in Deed Book 5211, page 286, aforesaid records.**

**Conveyed subject to that certain Septic Drainfield Easement to Crump Enterprises, L.L.C., dated 09/20/2022, recorded in Deed Book 5211, page 288, aforesaid records.**

**MAP/Parcel #C0290-00000-022-E00 (sp) known as Tract 2 (1.938+/- acres), Kent Rock Road, Loganville, GA.**

**And Also:**

**All that tract or parcel of land lying and being in Land Lot 237, 4th District, Walton County, Georgia, containing 5.000 acres, more or less, and described as Lot 4-N, Kent Rock Estates North, in a Plat of Survey entitled "Final Plat of Kent Rock Estates North", dated June 27, 1996, prepared by Von Itter & Associates, certified by Robert W. Von Itter, RLS in Georgia No. 2251, and recorded in Plat Book 71, Page 100, Walton County, Georgia Records, reference to the Survey and the record thereof is hereby made for a more particular description of the property conveyed and for the purpose of incorporating the same herein.**

**Map/Parcel #N029D-00000-004-000 being known as 5398 Kent Rock Road, Loganville, GA according to the present numbering system in said county.**

**And Also:**

**All that tract or parcel of land lying and being in Land Lots 237 and 238, 4th District, Walton County, Georgia, containing 15.619 acres, more or less, as per boundary survey for Thomas J. Demilio, filed and recorded February 1, 2010 in Plat Book 106, Page 30, Walton County, Georgia records, which plat is incorporated herein by reference.**

**Map/Parcel #C0290-00000-022-F00 being known as 5480 Kent Rock Road, Loganville, GA according to the present numbering system in said county.**

**And Also:**

**All that 5.0 acre tract or parcel of land lying and being in Land Lot 238 of the 4th Land District of Walton County, Georgia and being more particularly described as follows: Commencing at the Land Lot Corners common to Land Lots 225, 226, 237 and 238 and running thence 528.97 feet along the common line of Land Lots 237 and 238 to a 5/8 inch rebar found, thence North 77 degrees 28 minutes 27 seconds West a distance of 1211.91 feet to a point on the Easterly Right of Way of Kent Rock Road, a 70 foot Right of Way, thence continuing along said Right of Way 45.00 feet along the arc of a 961.05 foot radius curve to the left, said curve being subtended by a chord of South 26 degrees 12 minutes 36 seconds West a distance of 45.00 feet to a point, thence 123.34 feet along the arc of a 961.05 foot radius curve to the left, said curve being subtended by a chord of South 21 degrees 11 minutes 30 seconds West a distance of 123.26 feet to a point, thence South 17 degrees 30 minutes 54 seconds West a distance of 39.28 feet to a point, thence 49.97 feet along the arc of a 7438.51 foot radius curve to the left, said curve being subtended by a chord of South 17 degrees 30 minutes 54 seconds West a distance of 39.28 feet to a 1/2 inch rebar, said 1/2 inch rebar being the Point of Beginning, thence leaving said Right of Way South 77 degrees 28 minutes 27 seconds East a distance of 475.36 feet to a point, thence South 12 degrees 31 minutes 33 seconds West a distance of 445.50 feet to a point, thence North 77 degrees 28 minutes 27 seconds West a distance of 498.43 feet to a 1/2 inch rebar found on the Easterly Right of Way of Kent Rock Road, a 70 foot Right of Way, thence running along said Right of Way, North 13 degrees 46 minutes 59 seconds East a distance of 8.67 feet to a point, thence 437.47 feet along the arc of a 7483.51 foot radius curve to the right, said curve being subtended by a chord of North 15 degrees 27 minutes 28 seconds East a distance of 437.41 feet to a 1/2 inch rebar, said 1/2 inch rebar being the Point of Beginning.**

**Map/Parcel #C0290-00000-022-A00 being known as 5520 Kent Rock Road, Loganville, GA according to the present numbering system in said county.**

**And Also:**

**All that tract or parcel of land lying and being in the State of Georgia, County of Walton, in Land Lot 238 of the Fourth Land District, Broken Arrow G.M.D. (416), being shown as Tract No. 2, containing 26.50 acres, more or less, located on the south side of Kent Rock Road, and being more particularly described according to a plat and survey entitled, "Survey for Hugh T. McMichael, Sr.", dated August 31, 1993, prepared by William J. Gregg, Sr., Registered Surveyor No. 1438, and recorded in Plat Book 60, page 101, in the Office of the Clerk of the Superior Court of Walton County, Georgia, reference to which record is hereby made for a more complete description.**

**Bounded, now or formerly: on the North by property of Dalrymple, on the East and West by property of Thompson, and on the South by property of Lancaster.**

**Less and Except:**

**All that tract or parcel of land lying and being in Land Lot 238, 4th District, Walton County, Georgia and being more particularly described as follows:**

**Begin at a 5/8 inch rebar found at the common point of intersection with the Land Lot corners of Land Lots 238, 225, 237 and 226, said 5/8 inch rebar being the True Point of Beginning; running thence South 59 degrees 50 minutes 42 seconds West a distance of 528.83 feet to a 5/8 inch rebar found; running thence North 77 degrees, 30 minutes 12 seconds West a distance of 381.37 feet to an iron pin set; running thence North 59 degrees 50 minutes 28 seconds East a distance of 812.82 feet to an iron pin set on the line dividing Land Lot 238 and Land Lot 225; running thence South 29 degrees 22 minutes 46 seconds East a distance of 258.47 feet to a 5/8 inch rebar found and the True Point of Beginning and being more particularly shown of that certain survey for Julie Horowitz by Ronald Calvin Smith, Alcovy Surveying and Engineering, Inc. dated 12/28/18, recorded in Plat Book 115, Page 130, Walton County, Georgia records.**

**Map/Parcel #C0290-00000-020-B00 being known as 5290 Kent Rock Road, Loganville, GA according to the present numbering system in said county.**

**All properties above referenced are conveyed together with and subject to the certain Water Line Easement, dated 11/23/2020, recorded in Deed Book 4806, page 164, aforesaid records.**

STG Privacy Notice 1 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DOES THE LAW HERMDO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Stichtland & Lindsey, LLP and its affiliates, if applicable, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the sections below, we list the reasons that we can share customer personal information if the reasons that we choose to share and whether you can limit this sharing.

Reasons we can share your personal information	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and expenses. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a shared agent relationship or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your transactions.	No	We don't share
For our affiliates to market to you. Marketing is companies not related by common ownership or control. They can be financial and non-financial companies.	Yes	No

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control that subsequent use of information, and suggest you refer to that privacy notice.]

Reasons we can share your personal information	Do we share	Can you limit this sharing?
How often does Stichtland & Lindsey, LLP notify me about their practices?	Yes	No
How often does Stichtland & Lindsey, LLP protect my personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.	Yes	No
How often does Stichtland & Lindsey, LLP collect my personal information?	Yes	No
What sharing can I limit?	No	We don't share

If you have any questions about this privacy notice, please contact us at 770-467-7505

STG Privacy Notice  
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the sections below, we list the reasons that we can share customer personal information if the reasons that we choose to share and whether you can limit this sharing.

Reasons we can share your personal information	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing and auditing services, and responding to court orders and legal investigations.	Yes	Yes
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and expenses. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a shared agent relationship or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your transactions.	No	We don't share
For our affiliates to market to you. Marketing is companies not related by common ownership or control. They can be financial and non-financial companies.	Yes	No

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control that subsequent use of information, and suggest you refer to that privacy notice.]

Reasons we can share your personal information	Do we share	Can you limit this sharing?
How often does the Stewart Title Companies notify me about their practices?	Yes	No
How often does the Stewart Title Companies protect my personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.	Yes	No
How often does the Stewart Title Companies collect my personal information?	Yes	No
What sharing can I limit?	No	We don't share

If you have any questions about this privacy notice, please contact us at Stewart Title Guaranty Company  
1980 Post Oak Blvd., Privacy Office, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/01/09) Independent Agencies and Unaffiliated Service Agents

WHAT DOES THE LAW FIRM DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Strickland & Libardi, LLP and its affiliates, if applicable, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies need to share customer personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customer personal information; the reasons that we choose to share and whether you can limit our sharing.

Reasons we can share your personal information	Do we share	Can you limit this sharing?
For our everyday business purposes—in processing your transactions and maintaining your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and sending you notices, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you. Affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates to market to you. Affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control that subsequent use of information and suggest you refer to their privacy notices.]

How often does Strickland & Libardi, LLP notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How often does Strickland & Libardi, LLP notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Strickland & Libardi, LLP protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer files, and building safeguards.
How does Strickland & Libardi, LLP collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>request business-related services.</li> <li>provide such information to us.</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit-reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

If you have any questions about this privacy notice, please contact us at 770-467-1505

STG Privacy Notice  
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Company, Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license numbers.

All financial companies need to share customer personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customer personal information; the reasons that we choose to share and whether you can limit our sharing.

Reasons we can share your personal information	Do we share	Can you limit this sharing?
For our everyday business purposes—in processing your transactions and maintaining your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and sending you notices, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you. Affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates to market to you. Affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control that subsequent use of information, and suggest you refer to their privacy notices.]

How often does Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How often does Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer files, and building safeguards.
How does Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>request business-related services.</li> <li>provide such information to us.</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit-reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

If you have any questions about this privacy notice, please contact us at Stewart Title Company, 1990 Post Oak Blvd., Privacy Offices, Houston, Texas 77058

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the company's agent only for the limited purposes of issuing title insurance commitments and policies and for the disbursement of settlement funds but limited to the coverage of the issuing agent provided under the CPL as set out in the Statute O.C.G.A. 33-7-8.1(b). The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2020, Houston, Texas 77262-2020.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*





AXIS PRO®  
LAWYERS PROFESSIONAL LIABILITY  
INSURANCE POLICY  
DECLARATIONS

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

**MATURITY:**  
DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSUREDS CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

COMPANY: AXIS Insurance Company		POLICY NUMBER: 016886-0122	
<b>Item 1. Named Insured:</b> Strickland & Lindsay LLP 76 W. Candler Street P.O. Box 249 Winder, GA 30680-2502		<b>Item 2. Policy Period:</b> Inception Date: 1/01/2022 Expiration Date: 1/01/2023 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>	
<b>Item 3. Limits of Liability:</b> \$2,000,000 each Claim \$2,000,000 Aggregate		<b>Item 4. Deductible:</b> \$15,000 each Claim	
<b>Item 5. Retroactive Date:</b> N/A		<b>Item 6. Premium:</b> \$7,411.00	
<b>Item 7. Notices to Company:</b>			
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com		<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com	
<b>Item 8. Endorsements Effective at Inception:</b> ALPL-101 (09-14)    ALPL-323 (09-14)    ALPL-324 (09-14)    ALPL-400 GA (09-14) ALPL-401 GA (09-14)    ALPL-517 (07-17)			

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.

Secretary  
Andrew Welssert, Secretary

President  
Carlton W. Maner, President

December 30, 2021

Date

Please Record and Return to:  
Strickland & Lindsay, LLP  
P.O. Box 249  
Winder, GA 30680  
File No. 20-0183C

**BK:4806 PG:162-164**  
Filed and Recorded  
Mar-08-2021 12:13 PM  
DOC# 2021 - 004030  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 4332149810

WALTON COUNTY

STATE OF GEORGIA

WATER LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the undersigned hereby grant unto **JOE P. CRUMP**, hereinafter referred to as Grantee, a perpetual easement for the purpose and uses hereinafter set forth, over, through and across the following lands, to-wit:

All that tract or parcel of land lying and being in Land Lot 237 of the 4<sup>th</sup> District, Walton County, Georgia, being Lot 17, Block A, Silver Thorne, Unit One, as per plat recorded in Plat Book 96, Page 25, Walton County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

And also all that tract or parcel of land lying and being Land Lots 226 and 237 of the 4<sup>th</sup> Land District, GMD 416, Walton County, Georgia, being 8.545 acres more or less, and being designated as "Open Space" on the Final Plat for Silver Thorne Subdivision, Unit One Villas at Winder, Phase I, prepared by Blue Ridge Mapping, Inc., recorded in Plat Book 96, Page 25, as revised by plat recorded in Plat Book 100, Page 3, Walton County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Said easement is described and delineated as being 10' in width subterranean water line per plat entitled "Proposed Water Line Easement for Crump Enterprises, LLC" recorded in Plat Book 118, Page 37, Walton County, Georgia Records. Said plat is attached hereto as Exhibit A. Said easement is granted as appurtenant to property of Grantee for purpose of running a water line from Silver Thorne Drive to property of Grantee.

Grantee has the right and the obligation to make reasonable repairs, replacements, and maintenance of the water line as required keep the water line functioning. Upon completion of any such maintenance, replacement, or repair of the water line, Grantee covenants that he will promptly clear the area covered by this grant of trash, litter, and debris upon completion of the operations therein described, and Grantee further covenants that he will put the surface of the Lands in substantially the same condition, as is reasonably possible, as it was in prior to the commencement of any such operations. Grantee further agrees to indemnify Grantor for any damages or injury to Grantor's property caused by Grantee's failure to properly repair or maintain the water line.

The easement herein granted shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successor in title of the Grantee.

Please Record and Return to:  
Strickland & Lindsey, LLP  
P.O. Box 249  
Winder, GA 30680  
File No. 20-0183C

BK:4806 PG:163

WITNESS the hand and seals of the undersigned, this 13<sup>th</sup> day of November  
2020.

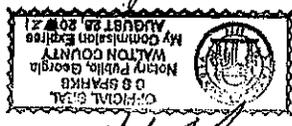
Signed, sealed and delivered  
in presence of:

Barbara Switz  
Unofficial Witness

[Signature]  
Notary Public

[Signature]  
Notary Public

[Signature]  
Notary Public



[Signature]

Robert Alan Brandeberry, Jr. (SEAL)  
ROBERT A. BRANDEBERRY, JR.

Natalie C. Brandeberry (SEAL)  
NATALIE C. BRANDEBERRY

[Signature]  
Juan Robert Donnelly  
President  
of Silver Thorne Property  
Owners Association, Inc.

[Signature] (SEAL)  
[Signature] of Silver Thorne Property  
Owners Association, Inc.



Please Record and Return to:  
Strickland & Lindsay, LLP  
P.O. Box 249  
Winder, GA 30680  
File No. 220336C

**BK:5211 PG:286-287**  
Filed and Recorded  
Sep-21-2022 11:01 AM  
DOC# 2022 - 014156  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 7953402002

**WALTON COUNTY  
STATE OF GEORGIA**

**WATER LINE EASEMENT**

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the undersigned hereby grant unto **CRUMP ENTERPRISES, L.L.C.**, hereinafter referred to as Grantee, a perpetual easement for the purpose and uses hereinafter set forth, over, through and across the following lands, to-wit:

All that tract or parcel of land, situate, lying and being in land Lot 238, in the 4th District of Walton County, Georgia, and being more particularly described and designated as Tract 2, containing 1.938 acres, more or less, being more particularly show on a plat titled, "Reconfiguration Survey for Crump Enterprises, LLC," dated 08/31/2018, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, GRLS No. 2921, being recorded in Plat Book 123, page 117, Walton County, Georgia records, which plat by reference is incorporated herein for a more detailed description of the lands herein conveyed.

**MAP/Parcel #C0290-00000-022-E00 (sp)**

Said easement is described and delineated as being a 10' in width subterranean water line running from an existing drilled well located in the south western portion of the above referenced Tract in a northwesterly direction a distance of approximately 35/40 feet to the adjoining property shown as Tract 1, containing 1.065 acres, more or less, on the above referenced plat. Said easement extends 5 feet on either side of said subterranean water line from said well to said Tract 1. Said easement is granted as appurtenant to the property of Grantee for purpose of providing a permanent source of water from the well to property of Grantee.

Grantee has the right and the obligation to make reasonable repairs, replacements, and maintenance of the water line as required to keep the water line functioning. Grantee further agrees to indemnify Grantor for any damages or injury to Grantor's property by reason of Grantee's failure to properly repair and/or maintain the water line.

The easement herein granted shall bind the successors and/or assigns of the undersigned party, and shall inure to the benefit of the successor in title of the Grantee.

WITNESS the hand and seals of the undersigned, this 20<sup>th</sup> day of September, 2022.

**Crump & Company, LLC,  
a Georgia limited liability company**

By: \_\_\_\_\_ (SEAL)  
**Joe Patrick Crump**

Signed, sealed and delivered  
in presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public

Lauren Norris  
NOTARY PUBLIC  
Walton County, GEORGIA  
My Commission Expires 07/16/2024

Please Record and Return to:  
Strickland & Lindsay, LLP  
P.O. Box 249  
Winder, GA 30680  
File No: 220336C

**BK:5211 PG:288-289**  
Filed and Recorded  
Sep-21-2022 11:01 AM  
DOC# 2022 - 014157  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GA  
Participant ID: 7953402002

**WALTON COUNTY  
STATE OF GEORGIA**

**SEPTIC SYSTEM DRAINFIELD EASEMENT**

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the undersigned hereby grant unto **CRUMP ENTERPRISES, L.L.C.**, hereinafter referred to as Grantee, a perpetual easement for the purpose and uses hereinafter set forth, over, through and across the following lands, to-wit:

All that tract or parcel of land, situate, lying and being in land Lot 238, in the 4th District of Walton County, Georgia, and being more particularly described and designated as Tract 2, containing 1.938 acres, more or less, being more particularly show on a plat titled, "Reconfiguration Survey for Crump Enterprises, LLC," dated 08/31/2018, prepared by Alcovy Surveying and Engineering, Inc., certified by Ronald Calvin Smith, GRLS No. 2921, being recorded in Plat Book 123, page 117, Walton County, Georgia records, which plat by reference is incorporated herein for a more detailed description of the lands herein conveyed.

**MAP/Parcel #C0290-00000-022-E00 (sp)**

Said septic system drainfield easement is described and delineated as being that triangular tract lying and being in the northwestern most area of the above referenced Tract and is more precisely described as follows: for point of beginning, the northwestern most point of the above referenced Tract at what is shown as an iron pin set (IPS); thence south 24 degrees 41 minutes 02 seconds east a distance of 84.51 feet to an iron pin set; thence north 24 degrees 41 minutes 02 seconds east to a point on the west side of the asphalt drive as shown, running thence along the west, southwest and south side of said asphalt drive to the point of beginning. Said easement is granted as appurtenant to the property of Grantee for purpose of securing the location of the septic system drainfield, a portion of which is located on the above referenced Tract, to property of Grantee.

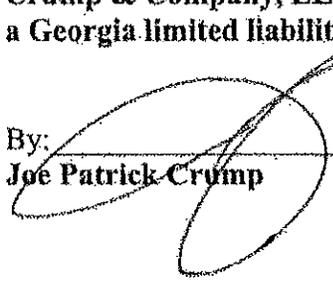
Grantee has the right and the obligation to make reasonable repairs, replacements, and maintenance of the septic system drainfield as required to keep the same functioning. Grantee further

agrees to indemnify Grantor for any damages or injury to Grantor's property by reason of Grantee's failure to properly repair and/or maintain the septic system drainfield.

The easement herein granted shall bind the successors and/or assigns of the undersigned party, and shall inure to the benefit of the successor in title of the Grantee.

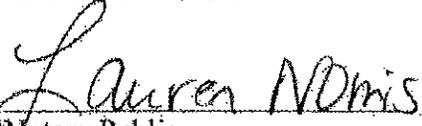
WITNESS the hand and seals of the undersigned, this 20<sup>th</sup> day of September, 2022.

**Crump & Company, LLC,  
a Georgia limited liability company**

By:  \_\_\_\_\_ (SEAL)  
**Joe Patrick Crump**

Signed, sealed and delivered  
in presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public

Lauren Norris  
NOTARY PUBLIC  
Walton County, GEORGIA  
My Commission Expires 07/16/2024

174

WALLY WATKINS  
4988 Rabbit Farm Rd,  
Loganville, Ga. 30249

PUD - NOT ACTIVE

FILED IN OFFICE  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

KENT ROCK ESTATES

NORTH

1996 SEP 27 PM 11:44  
SEP 30 1996

RECORDED

DECLARATION OF PROTECTIVE COVENANTS BOOK 1088 PAGE 71  
BY K. TROST, CLERK

STATE OF GEORGIA  
WALTON COUNTY

THIS DECLARATION made and published this 27th day of September, 1996, by DIVERSIFIED DEVELOPMENT CO., INC., a Georgia Corporation, owner of KENT ROCK ESTATES NORTH.

W I T N E S S E T H

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with the above described land. These covenants shall not apply to any other land owned by DIVERSIFIED DEVELOPMENT CO., INC.

NOW THEREFORE, in consideration of said benefits, the undersigned does hereby proclaim, publish, and declare that the following numbered protective covenants shall apply to property in Land Lots 237 & 238 of the 4th District of Walton County, Georgia, known as KENT ROCK ESTATES NORTH recorded in Plat Book 71, Page 100, Walton County, Georgia records. Provided furthermore that KENT ROCK ESTATES NORTH subdivision are also governed by those certain Declarations of Covenants, Conditions, and Restrictions recorded simultaneously herewith.

1. LAND USE AND TRACT SIZE:

No temporary house, shack, tent or trailer shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes; and no lots may be used for schools or kindergartens, day care centers, commercial business, including establishments commonly referred to as traditional home business, commercial livestock or kennel operations. All lots or parcels to which these covenants are applicable shall be used for single-family residence purposes only and no lot shall be resubdivided. One horse per acre will be allowed.

Developer, in its sole discretion, may permit the use of a facility for the commercial boarding of horses. Requests must be submitted to the Developer in writing with complete details of the proposal. Developer shall have thirty (30) days in which to review the proposal and respond. Failure of Developer to respond within said thirty (30) day period shall be deemed a rejection of the proposal.

2. CONDITION AT TIME OF OCCUPANCY:

Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer; all of the yard which is visible from the street must be properly maintained and the driveway surface must be either paved or other surface approved by the Developer. All landowners have one (1) year to complete dwelling, once construction on that dwelling has been started.

3. USE OF CONCRETE BLOCK, ETC.:

Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

(CONTINUED)

**4. REFUSE DISPOSAL:**

No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

**5. BUILDING LOCATION:**

No building shall be located nearer to a street or side line than indicated by the building line restriction shown on the recorded plat. For purposes of these covenants, eaves, steps, and open porches not covered by a roof structure shall not be considered a part of a building, provided however that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved in Paragraph 14 hereof.

**6. ARCHITECTURAL APPROVAL:**

No building, including tool shed, barn, storage facilities and greenhouses, shall be erected, placed, altered, or permitted to remain on said land until building plans, elevations, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Developer, its successors or assigns, as to conformity and harmony or external finishes, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with the respect to topography and finished ground elevations, which approval shall be the sole discretion of Developer. Said approval in writing shall not be required with respect to construction upon any lot or parcel after five (5) years following September 15, 1996 except that the requirements for conformity and harmony of external design, external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If Developer fails to approve or disapprove such plans and specifications within thirty(30) days after same have been submitted to it, such plans and specifications shall be deemed to be rejected. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the consent of the Developer.

**7. DWELLING SIZE:**

One-story dwelling buildings erected on any lot shall have not less than 2400 square feet of heated space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements.

Multi-level buildings (i.e., two-stories, split levels) shall have not less than 2800 square feet of heated floor space in habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements.

**8. FENCING AND COMMUNICATION STRUCTURES:**

Any proposed fencing or communication structures including, but not limited to, radio and television antennas or satellite dishes shall be approved by the Developer.

**9. GARAGES AND CARPORTS:**

All garages shall be enclosed with doors that open to the side (not facing the street) with the exception of those on corner lots; or have hidden carports.

**10. LIABILITY FOR DAMAGE:**

Damage rendered to the subdivision by subcontractors or suppliers whose presence in the subdivision is directly due to the construction site of the builder shall become the liability of the owner of the lot. Such damage may be in the form of storm drain facilities, concrete spills on roads and cracked road surface.

(CONTINUED)

**11. VEHICLES:**

All trailers or recreational vehicles, trucks other than small vans; and boats or boat trailers, shall be parked so as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any tract for the purpose of dismantling same for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner.

**12. SWIMMING POOLS:**

No above ground pools will be permitted without the permission of the Developer.

**13. CLOTHES LINES AND AIR CONDITIONERS:**

No outside clothes line will be permitted. Window mounted air conditioners will not be permitted in view of the public right of way.

**14. DRAINAGE EASEMENTS:**

All land owners in KENT ROCK ESTATES NORTH have ingress and egress rights and shall share maintenance and up keep of private drive, drainage, entrance, and utility easements and street lights as more particularly set forth in the Declaration of Covenants, Conditions, and Restrictions recorded simultaneously herewith.

**15. SIGNS:**

No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except signs advertising the property for sale which shall be limited to one per lot or two per corner with the size not to exceed 450 square inches per sign.

**16. MAINTENANCE OF TRACT:**

The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

**17. MAIL BOXES:**

Mail boxes of a type consistent with the character of the neighborhood or designated by Developer shall be selected and placed by the owner and shall be maintained by the owner to compliment the residences and the neighborhood.

**18. ENFORCEMENT:**

If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of estate tracts as presently subdivided on recorded plat, and subject to these covenants, to prosecute any proceeding at law, or in equity, against such violator to prevent, or recover damages for such attempt or violation.

**19. INVALIDATION OF A COVENANT:**

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

20. NON-WAIVER BY DEVELOPER:

The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement.

21. ZONING:

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provision shall apply.

22. DISCRETION OF DEVELOPER:

The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein by up to 15 percent of the stated minimum if, prior to construction of a dwelling, the purchaser of a lot obtains approval of the construction plans from Developer. Developer covenants and agrees with all lot purchasers that any variations permitted hereunder shall be limited to circumstances which will not, in any way, reduce the value of other lots and improvements thereon.

23. DRIVEWAYS:

Driveways must be paved with asphalt or equivalent from 75 feet building line to Private Drive.

24. TERM OF COVENANTS:

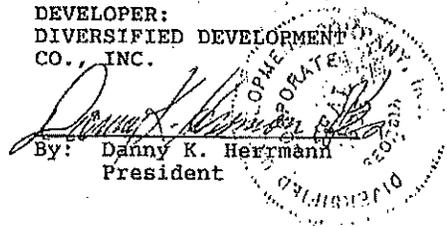
The above referred to Protective Covenants shall terminate twenty (20) years from date hereof.

IN WITNESS WHEREOF., DIVERSIFIED DEVELOPMENT CO., INC. has caused this Declaration to be executed in its name by its officers duly authorized with the corporate seal affixed on the day and year first above written.

Signed, sealed and delivered in the presence of:

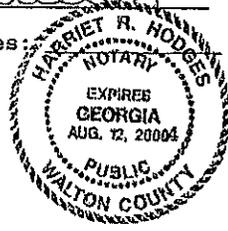
DEVELOPER:  
DIVERSIFIED DEVELOPMENT  
CO., INC.

Amy Herrmann  
(Witness)



Harriet R. Hodges  
(Notary Public)

Notary Public: Walton  
County, Georgia.  
My Commission Expires:



DANNY HERRMANN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Note: This property is also subject to that certain Declaration of Protective Covenants recorded simultaneously herewith and recorded in Deed 688, Page 17-17, Walton County, Georgia records.

DECLARATION re: KENT ROCK ESTATES NORTH SUBDIVISION and KENT ROCK ESTATES NORTH HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 27th day of September, 1996 by DIVERSIFIED DEVELOPMENT CO., INC. (hereinafter called the "Developer");

WITNESSETH

WHEREAS, Developer owns all of the property known as KENT ROCK ESTATES NORTH Subdivision as shown on that certain plat of survey recorded in Plat Book 21 Page 100, Walton County, Georgia Records (The "Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, a forty (40') foot wide Private Drive shown as Tract 11-N on the above referenced plat (and hereinafter referred as the "Drive" or "Drive"); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Drive in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Drive by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

FILED IN OFFICE  
OF THE CLERK OF SUPERIOR COURT  
WALTON COUNTY, GEORGIA  
SEP 27 PM 1:44  
SEP 9 1996  
PAGE 1  
DANNY H. FROST, CLERK

(CONTINUED)

## ARTICLE 1

**Definitions.** The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

(a) "Association" shall mean and refer to Kent Rock Estates North Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(c) "Developer" shall mean Diversified Development Co., Inc., its, successors or assigns.

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Drive.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title to real property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Drive" shall mean and refer to the property described as "40' Wide Private Drive (Tract 11-N)" in the plat referenced above.

(j) "Sign Easement" shall refer to the area of real property shown as such on the below referenced plat of survey of the subdivision.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the

(CONTINUED)

Association pursuant to Article 2, Section 2 of this Declaration.

(1) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

## ARTICLE 2

### Property Subject to Declaration; Effect Thereof

#### Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lots 237 and 238 of the 4th District of Walton County, Georgia, and being Lot 1-N through and including Lot 10-N of Kent Rock Estates North Subdivision, and the area designated "Private Drive, Tract 11-N", all as per plat of survey recorded in Plat Book 77, Page 100, Walton County, Georgia records.

#### Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

## ARTICLE 3

### The Community Association; Automatic Membership and Voting Rights Therein.

#### Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Kent Rock Estates North Homeowners Association, Inc., a nonprofit Georgia Corporation.

*Section 2. Membership.*

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

*Section 3. Classes of Membership; Voting Rights.*

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) Upon sale or transfer of ninety (90%) percent of the Residential Units completed and occupied, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Drive and the Entrance Area, if any;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Drive;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest

required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

*Section 4. Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

*Section 5. Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

*Section 1. Members Rights in the Private Drive.*

The Developer hereby covenants with the Association to convey the Drive to the Association on or prior to the 31st day of December, 1996.

*Section 2. Members Easements of Enjoyment.*

Subject to the provisions contained in (a) through (g) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Drive including, but not limited to, the nonexclusive right of ingress and egress and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. Unless waived by vote of holders of seventy percent (70%) or more of those entitled to vote of all classes of membership as evidenced by an affidavit of the officer of the Association recorded in the Office of the Clerk of the Superior Court of Walton County, Georgia and subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developer and others as herein stated, the Drive shall be used only for drainage control and enhancement, ingress, egress and the installation and maintenance of general utility service lines as provided by the carriers of same. Rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Drive as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and Drive, the sale of property contained in the Restricted Property including, but not limited to sales and business offices, storage areas, construction yards and signs. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessment coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association (if holders of seventy percent (70%) or more of the vote of those then entitled to vote of all classes of membership authorized, and subject to applicable zoning ordinances) to borrow money for the purpose of improving the Drive. The Association shall not mortgage any portion of the Drive which may provide ingress and egress to any Residential Unit.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Drive against tax liens, damage or unauthorized use; and

(d) Reserved.

(e) Reserved.

(f) The right of the Association at any time to transfer all or any part of the Drive to Walton County as a public road, if

(CONTINUED)

authorized by ninety percent (90%) or more of the vote of those then entitled to vote and of all classes of memberships subject to the provisions of this Declaration; and

(g) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing of the Restricted Property and maintenance of the Drive and street lighting.

*Section 3. Extension of Rights and Benefits.*

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property, his guests, invitees, and to other persons as may be permitted by the Association's Board of Directors.

ARTICLE 5

Assessment

*Section 1. Creation of the Lien or Personal Obligation for Assessments.*

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

(a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

*Section 2. Purpose of Assessment.*

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Drive, street lighting and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Drive and lighting, and for the maintenance of the landscaped entrance area or areas, any subdivision signs so constructed by the Developer or the Association (the "Entrance Areas") of the Subdivision,

including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Drive, street lighting and the entrance area or areas.

*Section 3. Basis and Maximums of Annual Assessments.*

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall be Three Hundred Dollars (\$300.00) per residential unit payable to the Association, and

(b) The Class B members shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Drive and Entrance Areas.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of fifty percent (50%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association may set the annual assessment at less than the maximum allowed pursuant to this Section.

*Section 4. Special Assessments.*

Upon the affirmative vote of the holders of seventy percent (70%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Drive, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what

is authorized by Section 3 of this Article.

*Section 5. Equality of Assessment among Residential Units.*

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A members while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

*Section 6. Date of Commencement of Annual Assessments; Due Dates.*

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 1st day of March of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be due and payable upon closing of the purchase of the Residential Unit and adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

*Section 7. Effective Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.*

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Drive and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of eighty percent (80%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments due during

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the period of such suspension and shall not affect the permanent charge and lien on such members property in favor of the Association.

*Section 8. Subordination of Charges and Liens to Mortgages.*

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

ARTICLE 6

Administration

*Section 1. Responsibility for Administration.*

The administration of the Association, the maintenance, repair and operation of the Drive and facilities and the Entrance Areas shall be the responsibility of the Association.

*Section 2. Management and Maintenance Agreement.*

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Drive and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the Drive pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Drive shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination sixty (60) days after seventy percent (70%) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

*Section 3. Limitations of Liability; Indemnification.*

Notwithstanding the duties of the Association to maintain and operate the Drive and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Drive nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

**ARTICLE 7**

**Insurance and Casualty Losses**

*Section 1. Insurance.*

The Board of Directors of the Association or its duly authorized agent shall have the authority to and may obtain insurance for all improvements on the Drive or Entrance Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Drive and Entrance Areas against all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by a company license to do business in the State of Georgia and holding a "A" or better by Best's Insurance Report or a similar publication, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

#### ARTICLE 8

##### General Provisions

###### *Section 1. Duration.*

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of twenty (20) years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed twenty (20) years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least seventy percent (70%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Walton County, Georgia, at least twenty (20) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

###### *Section 2. Notices.*

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the

secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

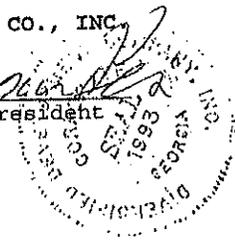
Section 4. Amendment.

The Covenants and Restrictions of this Declaration may be amended at any time during the first two (2) years following the day and year first above written by an instrument signed by members of the Association then entitled to cast at least sixty percent (60%) of the votes of each class of members of the Association and, thereafter, by an instrument signed by members of the Association then entitled to cast at least eighty percent (80%) of the votes of the Association; provided, however, that any such amendment of these Covenants and Restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Restricted Property and any covenants affecting the Restricted Property recorded in Walton County, Georgia, Records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Walton County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and the appropriate corporate seals affixed hereto, the day and year first above written.

9-27-96  
Dannet R. Hodges  
Notary Public  
Walton County, Georgia  
G:\Prot.Cov\Knt.R.H.  
NOTARY  
DANNET R. HODGES  
EXPIRES  
GEORGIA  
AUG. 12, 2000  
PUBLIC  
WALTON COUNTY

DIVERSIFIED DEVELOPMENT CO., INC.  
By: *[Signature]*  
Danny K. Herrmann, President  
Page 14



498 1/2 Rabbit Farm Rd.  
Loganville, Ga. 30249

FILED IN OFFICE  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

KENT ROCK ESTATES

SOUTH

1996 SEP 27 PM 1:44

RECORDED SEP 30 1996

DECLARATION OF PROTECTIVE COVENANTS BOOK 688 PAGE  
KATHY K. TROST, CLERK

STATE OF GEORGIA  
WALTON COUNTY

THIS DECLARATION made and published this 27th day of  
September, 1996, by DIVERSIFIED DEVELOPMENT CO., INC., a Georgia  
Corporation, owner of KENT ROCK ESTATES SOUTH.

**W I T N E S S E T H**

**WHEREAS**, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with the above described land. These covenants shall not apply to any other land owned by DIVERSIFIED DEVELOPMENT CO., INC.

**NOW THEREFORE**, in consideration of said benefits, the undersigned does hereby proclaim, publish, and declare that the following numbered protective covenants shall apply to property in Land Lots 237 & 256 of the 4th District of Walton County, Georgia, known as KENT ROCK ESTATES SOUTH recorded in Plat Book 71, Page 101, Walton County, Georgia records. Provided furthermore that KENT ROCK ESTATES SOUTH subdivision are also governed by those certain Declarations of Covenants, Conditions, and Restrictions recorded simultaneously herewith.

**1. LAND-USE AND TRACT SIZE:**

No temporary house, shack, tent or trailer shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes; and no lots may be used for schools or kindergartens, day care centers, commercial business, including establishments commonly referred to as traditional home business, commercial livestock or kennel operations. All lots or parcels to which these covenants are applicable shall be used for single-family residence purposes only and no lot shall be resubdivided. One horse per acre will be allowed.

Developer, in its sole discretion, may permit the use of a facility for the commercial boarding of horses. Requests must be submitted to the Developer in writing with complete details of the proposal. Developer shall have thirty (30) days in which to review the proposal and respond. Failure of Developer to respond within said thirty (30) day period shall be deemed a rejection of the proposal.

**2. CONDITION AT TIME OF OCCUPANCY:**

Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer; all of the yard which is visible from the street must be properly maintained and the driveway surface must be either paved or other surface approved by the Developer. All landowners have one (1) year to complete dwelling, once construction on that dwelling has been started.

**3. USE OF CONCRETE BLOCK, ETC.:**

Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

(CONTINUED)

**4. REFUSE DISPOSAL:**

No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

**5. BUILDING LOCATION:**

No building shall be located nearer to a street or side line than indicated by the building line restriction shown on the recorded plat. For purposes of these covenants, eaves, steps, and open porches not covered by a roof structure shall not be considered a part of a building, provided however that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved in Paragraph 14 hereof.

**6. ARCHITECTURAL APPROVAL:**

No building, including tool shed, barn, storage facilities and greenhouses, shall be erected, placed, altered, or permitted to remain on said land until building plans, elevations, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the Developer, its successors or assigns, as to conformity and harmony or external finishes, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with the respect to topography and finished ground elevations, which approval shall be the sole discretion of Developer. Said approval in writing shall not be required with respect to construction upon any lot or parcel after five (5) years following September 15, 1996 except that the requirements for conformity and harmony of external design, external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If Developer fails to approve or disapprove such plans and specifications within thirty(30) days after same have been submitted to it, such plans and specifications shall be deemed to be rejected. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the consent of the Developer.

**7. DWELLING SIZE:**

One-story dwelling buildings erected on any lot shall have not less than 2400 square feet of heated space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements.

Multi-level buildings (i.e., two-stories, split levels) shall have not less than 2800 square feet of heated floor space in habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements.

**8. FENCING AND COMMUNICATION STRUCTURES:**

Any proposed fencing or communication structures including, but not limited to, radio and television antennas or satellite dishes shall be approved by the Developer.

**9. GARAGES AND CARPORTS:**

All garages shall be enclosed with doors that open to the side (not facing the street) with the exception of those on corner lots; or have hidden carports.

**10. LIABILITY FOR DAMAGE:**

Damage rendered to the subdivision by subcontractors or suppliers whose presence in the subdivision is directly due to the construction site of the builder shall become the liability of the owner of the lot. Such damage may be in the form of storm drain facilities, concrete spills on roads and cracked road surface.

(CONTINUED)

**11. VEHICLES:**

All trailers or recreational vehicles, trucks other than small vans, and boats or boat trailers, shall be parked so as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any tract for the purpose of dismantling same for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner.

**12. SWIMMING POOLS:**

No above ground pools will be permitted without the permission of the Developer.

**13. CLOTHES LINES AND AIR CONDITIONERS:**

No outside clothes line will be permitted. Window mounted air conditioners will not be permitted in view of the public right of way.

**14. DRAINAGE EASEMENTS:**

All land owners in KENT ROCK ESTATES SOUTH have ingress and egress rights and shall share maintenance and up keep of private drive, drainage, entrance, and utility easements and street lights as more particularly set forth in the Declaration of Covenants, Conditions, and Restrictions recorded simultaneously herewith.

**15. SIGNS:**

No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, except signs advertising the property for sale which shall be limited to one per lot or two per corner with the size not to exceed 450 square inches per sign.

**16. MAINTENANCE OF TRACT:**

The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

**17. MAIL BOXES:**

Mail boxes of a type consistent with the character of the neighborhood or designated by Developer shall be selected and placed by the owner and shall be maintained by the owner to compliment the residences and the neighborhood.

**18. ENFORCEMENT:**

If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of estate tracts as presently subdivided on recorded plat, and subject to these covenants, to prosecute any proceeding at law, or in equity, against such violator to prevent, or recover damages for such attempt or violation.

**19. INVALIDATION OF A COVENANT:**

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

**20. NON-WAIVER BY DEVELOPER:**

The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement.

**21. ZONING:**

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provision shall apply.

**22. DISCRETION OF DEVELOPER:**

The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein by up to 15 percent of the stated minimum if, prior to construction of a dwelling, the purchaser of a lot obtains approval of the construction plans from Developer. Developer covenants and agrees with all lot purchasers that any variations permitted hereunder shall be limited to circumstances which will not, in any way, reduce the value of other lots and improvements thereon.

**23. DRIVEWAYS:**

Driveways must be paved with asphalt or equivalent from 75 feet building line to Private Drive.

**24. TERM OF COVENANTS:**

The above referred to Protective Covenants shall terminate twenty (20) years from date hereof.

IN WITNESS WHEREOF, DIVERSIFIED DEVELOPMENT CO., INC. has caused this Declaration to be executed in its name by its officers duly authorized with the corporate seal affixed on the day and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER:  
DIVERSIFIED DEVELOPMENT  
CO., INC.

Amy Herrmann  
(Witness)

Danny K. Herrmann  
By: Danny K. Herrmann  
President

Daniel R. Hodges  
(Notary Public)

Notary Public: Walden  
County, Georgia.  
My Commission Expires 8/12/2000



Danny Herrmann  
498 1/2 Rabbit Farm Rd.  
Loganville, Ga. 30249

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

NOTE: This property is also subject to that certain Declaration of Protective Covenants recorded simultaneously herewith in Deed Book 1088, Page 194-195 Walton County, Georgia records.

DECLARATION re: KENT ROCK ESTATES SOUTH SUBDIVISION and KENT ROCK ESTATES SOUTH HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made this 27<sup>th</sup> day of September, 1996 by DIVERSIFIED DEVELOPMENT CO., INC. (hereinafter called the "Developer");

W I T N E S S E T H

WHEREAS, Developer owns all of the property known as KENT ROCK ESTATES SOUTH Subdivision as shown on that certain plat of survey recorded in Plat Book 71, Page 101, Walton County, Georgia Records (The "Subject Property"); and

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, a forty (40') foot wide Private Drive shown as Tract 11-S on the above referenced plat (and hereinafter referred as the "Drive" or "Drive"); and

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Drive in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Drive by such residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

FILED IN OFFICE  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA  
1996 SEP 27 PM 1:44  
PAGE 1088  
CATHY K. THOST, CLERK

## ARTICLE 1

*Definitions.* The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary, shall have the following meaning:

(a) "Association" shall mean and refer to Kent Rock Estates South Homeowners Association, Inc., a nonprofit corporation organized and existing on the laws of the State of Georgia.

(b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(c) "Developer" shall mean Diversified Development Co., Inc., its, successors or assigns.

(d) "Development Documents" shall mean and refer to the Articles of Incorporation and By-Laws of the Association.

(e) "Manager" shall mean and refer to any person with whom the Association contracts for the administration and operation of the Drive.

(f) "Mortgage" shall mean and refer to any security instrument by means of which title to real property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(g) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment of foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(h) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(i) "Drive" shall mean and refer to the property described as "40' Wide Private Drive (Tract 11-S)" in the plat referenced above.

(j) "Sign Easement" shall refer to the area of real property shown as such on the below referenced plat of survey of the subdivision.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration and any additional real property added to the jurisdiction of the

CONTINUED

Association pursuant to Article 2, Section 2 of this Declaration.

(1) "Residential Units" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building.

#### ARTICLE 2

##### Property Subject to Declaration; Effect Thereof

###### Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the following described real property and the Developer hereby subjects the following described property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration:

All those tracts or parcels of land lying and being in Land Lots 237 and 256 of the 4th District of Walton County, Georgia, and being Lot 1-S through and including Lot 10-S of Kent Rock Estates South Subdivision, and the area designated "Private Drive, Tract 11-S", all as per plat of survey recorded in Plat Book 71, Page 101, Walton County, Georgia records.

###### Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property or later added Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

#### ARTICLE 3

##### The Community Association; Automatic Membership and Voting Rights Therein.

###### Section 1. The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Kent Rock Estates South Homeowners Association, Inc., a nonprofit Georgia Corporation.

###### Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

*Section 3. Classes of Membership; Voting Rights.*

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) Upon sale or transfer of ninety (90%) percent of the Residential Units completed and occupied, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Drive and the Entrance Area, if any;

(iv) Any proposal to dedicate, transfer or sell all or any part of the Drive;

(v) Any proposal of merger, consolidation or dissolution;

(vi) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest or interest in a Residential

Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of this agreement among such persons, and an account by two or more persons to cast a vote for such Residential Unit, such person shall not be recognized in the vote with respect to such Residential Units shall not be counted.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or restated.

*Section 4. Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

*Section 5. Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

*Section 1. Members Rights in the Private Drive.*

The Developer hereby covenants with the Association to convey the Drive to the Association on or prior to the 31st day of December, 1996.

*Section 2. Members Easements of Enjoyment.*

Subject to the provisions contained in (a) through (g) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Drive, including, but not limited to, the nonexclusive right of ingress and egress and such easement shall be appurtenant to and shall pass with the title to all portions of the Restricted Property. Unless waived by vote of holders of seventy percent (70%) or more of those entitled to vote of all classes of membership as evidenced by an affidavit of the officer of the Association recorded in the Office of the Clerk of the Superior Court of Walton County, Georgia and subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developer and others as herein stated, the Drive shall be used only for drainage control and enhancement, ingress, egress and the installation and maintenance of general utility service lines as provided by the carriers of same. Rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or its designees to the exclusive use of such portion of the Drive as it, in the exercise of its sole discretion, may deem necessary or advisable, for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Restricted Property and Drive, the sale of property contained in the Restricted Property including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessment coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.

(b) The right of the Association (if holders of seventy percent (70%) or more of the vote of those then entitled to vote of all classes of membership authorized, and subject to applicable zoning ordinances) to borrow money for the purpose of improving the Drive. The Association shall not mortgage any portion of the Drive which may provide ingress and egress to any Residential Unit.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Drive against tax liens, damage or unauthorized use; and

(d) Reserved.

(e) Reserved.

(f) The right of the Association at any time to transfer all or any part of the Drive to Walton County as a public road, if authorized by ninety percent (90%) or more of the vote of those then entitled to vote and of all classes of memberships subject to

(CONTINUED)

the provisions of this Declaration; and

(g) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing of the Restricted Property and maintenance of the Drive and street lighting.

*Section 3. Extension of Rights and Benefits.*

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article 4 to each of his tenants and to each member of his family who resides with him on Restricted Property, his guests, invitees, and to other persons as may be permitted by the Association's Board of Directors.

**ARTICLE 5**

**Assessment**

*Section 1. Creation of the Lien or Personal Obligation for Assessments.*

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association:

(a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

*Section 2. Purpose of Assessment.*

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Drive, street lighting and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Drive, lighting, and for the maintenance of the landscaped entrance area or areas, any subdivision signs so constructed by the Developer or the Association (the "Entrance Areas") of the Subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of

labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 5 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Drive, street lighting and the entrance area or areas.

*Section 3. Basis and Maximums of Annual Assessments.*

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

(a) The maximum initial annual assessment of Class A members shall be Three Hundred Dollars (\$300.00) per residential unit payable to the Association, and

(b) The Class B members shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of ad valorem taxes) the Drive and Entrance Areas.

From and after such time as the Class A member shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessment shall be determined by the Board of Directors of the Association without regard to the maximum annual assessment imposed prior to such time and shall be paid by all the members; provided, however, that any assessment after the initial assessment set by the Board of the Association shall not be increased (or decreased) in any one year by an amount in excess of fifty percent (50%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective. The Board of Directors of the Association may set the annual assessment at less than the maximum allowed pursuant to this Section.

*Section 4. Special Assessments.*

Upon the affirmative vote of the holders of seventy percent (70%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Drive, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by Section 3 of this Article.

*Section 5. Equality of Assessment among Residential Units.*

No Residential Unit within the Restricted Property shall bear a higher assessment than any other Residential Unit within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privilege in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than Class A members while the Class B member may be subsidizing the Association with this obligation pursuant to Section 3 of this Article.

*Section 6. Date of Commencement of Annual Assessments; Due Dates.*

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least thirty (30) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Residential Unit shall become due and payable to the Association on the 1st day of March of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least thirty (30) days prior to the annual assessment period the payment for the annual assessment shall not be due until thirty (30) days after such notice is given; the failure to notify thirty (30) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3.

The first annual assessment payable to the Association with respect to a Residential Unit shall be due and payable upon closing of the purchase of the Residential Unit and adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

*Section 7. Effective Nonpayment of Assessment; the Personal Obligation; the Lien; Remedies of the Association.*

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum, and the Association may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Drive and facilities. The Association shall not waive any liens or rights it may have against any member or such members Residential Unit without the approval of holders of eighty percent (80%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments due during the period of such suspension and shall not affect the permanent charge and lien on such members property in favor of the Association.

*Section 8. Subordination of Charges and Liens to Mortgages.*

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

**ARTICLE 6**

**Administration**

*Section 1. Responsibility for Administration.*

The administration of the Association, the maintenance, repair and operation of the Drive and facilities and the Entrance Areas shall be the responsibility of the Association.

*Section 2. Management and Maintenance Agreement.*

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Drive and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on

the Drive pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Drive shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination sixty (60) days after seventy percent (70%) of the members then entitled to vote, affirmatively vote to so terminate such contract at any time after the Class A members are entitled to the full voting privileges in accordance with Article 3.

*Section 3. Limitations of Liability; Indemnification.*

Notwithstanding the duties of the Association to maintain and operate the Drive and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Drive nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

ARTICLE 7

Insurance and Casualty Losses

*Section 1. Insurance.*

The Board of Directors of the Association or its duly authorized agent shall have the authority to and may obtain insurance for all improvements on the Drive or Entrance Areas

against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Drive and Entrance Areas against all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by a company license to do business in the State of Georgia and holding a "A" or better by Best's Insurance Report or a similar publication, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

#### ARTICLE 8

##### General Provisions

###### Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the owners of any of the Restricted Property, their respective legal representatives, as successors and assigns, for a term of twenty (20) years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed twenty (20) years each if an agreement for renewal and extension is signed by members of the Association then entitled to cast at least seventy percent (70%) of the votes of the Association and has been filed for record in the Office of the Clerk of the Superior Court of Walton County, Georgia, at least twenty (20) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the restricted property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

###### Section 2. Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

(CONTINUED)

9

Return to: 271  
DENISE R. GRIFFIN  
Attorney at Law  
11 Lumpkin St. Suite 100  
Lawrenceville GA 30045

STATE OF GEORGIA  
COUNTY OF WALTON

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
KENT ROCK ESTATES NORTH SUBDIVISION

WHEREAS, the Declaration of Protective Covenants and Declaration of Covenants, Conditions and Restrictions for Kent Rock Estates North were heretofore duly executed and recorded in the Records of Walton County, Georgia, in Book 688 at Pages 174-177 and 178-191 respectively, (hereinafter collectively referred to as the Declaration); and

WHEREAS, by its terms, the Declaration may be amended by an instrument signed by members of the Association now entitled to cast at least eighty percent of the votes of the Association;

NOW THEREFORE, we, being the members of the Association entitled to cast at least eighty percent (80%) of the votes of each class of members of the Association, by our execution hereof in conformity with Article 8, Section 4, do hereby establish and declare this Amendment to the Declaration, as follows:

By striking protective covenant number 12 (Swimming Pools), and substituting in its place the following:

12. Notwithstanding anything to the contrary in the Declaration of Covenants, Conditions and Restrictions or the Declaration of Protective Covenants, Owners shall be entitled to install above-ground swimming pools upon the following terms and conditions:

- (a) All above-ground swimming pools must be situated in the yard to the rear of the owner's residence (the back yard); AND
- (b) The swimming pool must be completely surrounded by a wooden deck; AND
- (c) The sides of the pool must be concealed by skirting material such that the sides of the manufactured pool are not visible; AND
- (d) The swimming pool must further be completely surrounded by a 6' solid wood privacy fence, except that if the deck surrounding the pool is

FILED AND RECORDED  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA  
01 NOV -5 PM 3:35  
2008 PAGE 1320  
KATHY K. TROST, CLERK

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 21 day of OCTOBER, 2001.

Signed, sealed and delivered in the presence of:

*Marjorie D. Bruner*  
Unofficial Witness

*Sandra D. Philps*  
NOTARY PUBLIC  
My Comm. Expires: \_\_\_\_\_



*Joel Bruner*  
Joel Bruner, Owner

*Kay Bruner*  
Kay Bruner, Owner

The Lot owned by the above owners is Lot #1

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

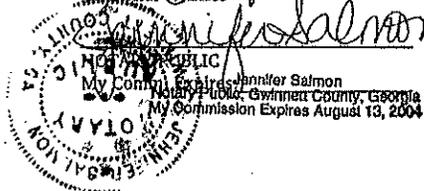
The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 26 day of October, 2001.

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness



[Signature]  
Laura C. Lambert, Owner

[Signature]  
Virgil L. Lambert, Owner

The Lot owned by the above owners is Lot #2

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 27 day of September, 2001.

Signed, sealed and delivered in the presence of:

Janney A Brown  
Unofficial Witness

Tamara M. Ross  
Notary Public  
Expires: 5.30.2005



Janice Gray  
OWNER'S SIGNATURE  
The Lot(s) owned by the above owner is/are: Lot #3

5358 Kent Park Est. No.  
Loganville, GA 30052

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 3rd day of October

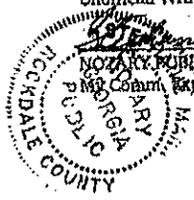
Signed, sealed and delivered in the presence of:

Claudia Lucas

Unofficial Witness

Denise R. Griffin

NOTARY PUBLIC Notary Public, Rockdale County, Georgia  
My Comm. Expires: My Commission Expires August 24, 2003



Daniel J. Kelly

Wayne C. Kelly

OWNER'S SIGNATURE

The Lot(s) owned by the above owner is/are:

WAYNE & DEBORAH KELLY

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 21 day of October, 2001.

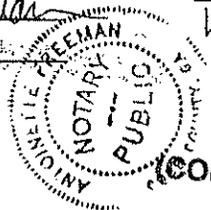
Signed, sealed and delivered in the presence of:

*Jamie Gray*  
Vocational Witness

*Walter Freeman*  
NOTARY PUBLIC  
My Comm. Expires: 07/15/03

*Haley J. Schloch*  
OWNER'S SIGNATURE  
The Lot(s) owned by the above owner is/are:

5400 Kent Rock Estates N.  
Loganville Ga. 30052



(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

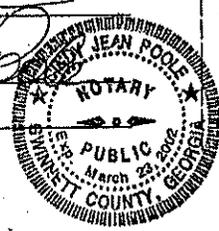
The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 31<sup>st</sup> day of Oct, 2001.

Signed, sealed and delivered in the presence of:

[Signature]  
Official Witness

[Signature]  
NOTARY PUBLIC  
My Comm. Expires: \_\_\_\_\_



[Signature]  
Herb S. Forrester, Owner  
[Signature]  
Heidi B. Forrester, Owner

The Lot owned by the above owners is Lot #7

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(e) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

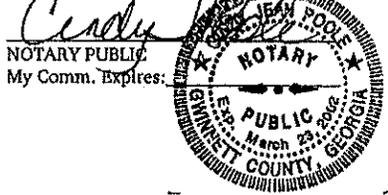
The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the 31<sup>st</sup> day of OCT, 2001.

Signed, sealed and delivered in the presence of:

[Signature]  
Unofficial Witness



[Signature]  
Herb S. Forrester, Owner  
[Signature]  
Heidi B. Forrester, Owner

The Lot owned by the above owners is Lot #8

(CONTINUED)

constructed such that it adjoins the house and/or the original deck, the rear wall of the house and/or the rear side of the original deck may serve in the place of that portion of the fence.

(c) Nothing herein described shall prohibit the owner from constructing a door or panel within the skirting material described in (c) above, in order to access any pool motors or other necessary pool equipment so long as (except for the hardware) such door or panel is constructed with the same material and finish as the surrounding skirting material. Such door or panel shall be kept closed except when in actual use for accessing the pool equipment.

(f) The owner may, in his or her discretion, construct a solid wood door or gate within the fence wall described in (d) above, so long as such door or gate extends to the same height as the surrounding fence wall and (except for the hardware) is constructed with the same material and finish as the fence. Such door or gate shall be kept closed except when in actual use for ingress or egress.

(g) Construction of the fence must be completed no later than thirty days following the first date of construction of the pool or deck.

(h) This covenant may be enforced by any single owner of a Lot in the subdivision in the manner set forth in the Declaration of Protective Covenants recorded at Book 688, Page 174-177.

(i) Any above-ground swimming pool(s) existing in the Subdivision must be brought in compliance with this Amendment to Declaration of Covenants no later than thirty days from the date this Amendment is recorded in the deed records of Walton County, Georgia.

The remaining provisions contained in the Declaration which are not specifically amended hereby, shall remain in full force and effect.

The total number of Lots subject to the Declaration is 10.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, on the \_\_\_\_\_ day of \_\_\_\_\_,

Signed, sealed and delivered in the presence of:

Unofficial Witness

MICHELE M. WEATHERS  
NOTARY PUBLIC  
My Commission Expires: September 24, 2004  
Notary Public, Walton County, GA

Manfred Mullins, Owner

Susan Mullins, Owner

The Lot owned by the above owners is Lot #9