

STATE OF GEORGIA
COUNTY OF BARROW

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR
BARON'S RIDGE SUBDIVISION
UNION COUNTY, GEORGIA**

THIS DECLARATION, made on the date hereinafter set forth by Hardeman Investment and Development Corporation (hereinafter sometimes called "Declarant").

RECITALS:

Declarant is the owner of the real property referenced in Section 1 of Article II of this Declaration and described in Exhibit "A" attached hereto.

Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration, and to avail the Community of the provisions and benefits of the Georgia Property Owners' Association Act codified at O.C.G.A. § 44-3-220, et seq.:

NOW THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Declaration, including the improvements constructed or to be constructed thereon, is hereby subject to the provisions of this Declaration, and the provisions of O.C.G.A. § 44-3-220, et seq., and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure the benefit of each and every owner of all of any portion thereof.

ARTICLE I

DEFINITIONS

- A. "The Act" shall mean the Georgia Property Owners Associations Act, O.C.G.A. § 44-3-220, et seq., as the same is or may be hereinafter amended.
- B. "Architectural Control Committee" shall mean and refer to The Architectural Control Committee initially comprised of Michael A. Hardeman and such other individuals or entities as Declarant may appoint and thereafter those persons selected by the Board of Directors in compliance with the provisions of this Declaration.

- C. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be hereinafter amended.
- D. "Association" shall mean and refer to the Baron's Ridge Homeowner's Association, Inc., a non-profit Georgia corporation, its successors and assigns.
- E. "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall be the governing body of the Association.
- F. "By-Laws" shall mean the By-Laws of the Association, as the same may be hereinafter amended.
- G. "Common Area" means all real and personal property submitted to the Declaration which is owned or leased by the Association for common use and enjoyment of the members, including the community (subdivision) Baron's Ridge.
- H. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Declaration.
- I. "Community" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.
- J. "Declarant" shall mean and refer to (i) Hardeman Investment and Development Corporation or (ii) any successor-in-title to the said party to all or some portion of the Community, provided such successor-in-title shall acquire such Community for the purpose of development or sale, and provided further, in the instrument of conveyance to any such successor-in-title such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance; or (iii) should any of the Community become subject to a first mortgage given by "Declarant" as security for the repayment of a construction or development loan, then all the rights, privileges and options here reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon its becoming the owner of all the Community then subject thereto through whatever means, or the purchaser of all such Community at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and, further, all the rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder. The privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor of such conveyance shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (ii) and (iii) above become entitled to succeed to the interests of "Declarant" as therein provided, then as

between such persons, any person entitled to be "Declarant" by virtue of (iii) above shall be "Declarant" instead of any person entitled to be "Declarant" by virtue of (ii) above.

- K. "Declaration" means this recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the community.
- L. "Lot" shall mean any plot of land located within the Community which constitutes a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of Superior Court of Union County, Georgia, as well as any building or any portion of any building located thereon which is intended for independent residential use.
- M. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.
- N. "Mortgage" means any mortgage, deed to secure debt, security deed and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- O. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described as the Community in Article I hereof and particularly described in Exhibit "A" hereto. Declarant intends to construct approximately 29 Lots, together with roads, utility systems and other improvements serving the Lots.

Section 2. Lots and Other Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every mortgagee and lienholder holding an interest therein shall take title or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth. Any provision of this Declaration to the contrary notwithstanding, the provisions of this the foregoing plan of development set forth in this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

ARTICLE III

POWERS OF THE ASSOCIATION AND BOARD OF DIRECTORS

The powers of the Association and the Board of Directors shall be as set forth and shall be subject to the limitations and restrictions set forth in the Act, the Georgia Non-Profit Corporation Act, this Declaration, the Articles of Incorporation and the By-Laws of the Association.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is (a) to administer and enforce the covenants and restrictions set forth in this Declaration; and (b) to assure the installation, construction or alteration of any structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Community; and (ii) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

Section 2. Selection of the Architectural Control Committee.

(a) Initial Architectural Control Committee. From the execution date of this Declaration until all Lots have been fully developed, permanently improved, and sold to permanent residents, the Architectural Control Committee shall consist of the Declarant or its designated representative, namely Michael A. Hardeman. Upon the sale by Declarant to an Owner of the last Lot and the construction and completion of a permanent residence thereof, the Declarant shall cease functioning as the Architectural Control Committee in all respects and a successor Architectural Control Committee shall be appointed by the board of Directors. However, the Declarant may at any time prior thereof resign from the Architectural Control Committee, turning its functions over to the Board of Directors of the Association.

Section 3. Meetings. The Architectural Control Committee shall hold such meetings as required or allowed for the Board of Directors by the By-Laws.

Section 4. Action of Members of Architectural Control Committee. Any member of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the application to the Architectural Control Committee as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request,

the matter with respect to which request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

ARTICLE V

BUILDING REQUIREMENTS

The following property rights and architectural restrictions shall apply to the property which is initially subjected to this Declaration as well as to any portions of the Additional Property which is hereafter subjected to this Declaration pursuant to Article II.

Section 1. Subdivision of Lot. No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Architectural Control Committee.

Section 2. Approval of Plans. No residence, building, fence, wall, road, driveway, sidewalk, parking area, tennis court, swimming pool or other structure or improvement of any kind shall be erected, placed, altered, added to, modified, maintained or reconstructed on any Lot until the plans therefor, and for the proposed location thereof upon the Lot, shall have been approved in writing by the Architectural Control Committee. "Improvement" shall mean and include any improvement, change or modification of the appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Before taking any action requiring approval under this Section, a Lot Owner shall submit to the Architectural Control Committee a construction schedule and two (2) complete sets of final plans and outline specifications, showing site plan (which site plan shall show driveways, patios, decks, accessory buildings, and all other components referenced in the first sentence of this Section), landscape layout, floor plans, exterior elevations and exterior materials, colors and finishes. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval by the Architectural Control Committee. No alteration in the exterior appearance of any building, structure or other improvement shall be made without like approval by the Architectural Control Committee. Further, before beginning any construction, the name of the builder must be submitted to the Architectural Control Committee and approval by the Architectural Control Committee as to builders experience and ability to build houses or other structures of the class and type of those which are to be built in the Community must be granted. The Architectural Control Committee shall act in accordance with Article IV, Section 4 upon receipt of such information to approve or disapprove the same. Neither the Architectural Control Committee, nor any person or party to whom the Architectural Control Committee shall assign such function, shall be responsible or liable in any way for the performance of any builder or for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural defects in any work done according to such plans and specifications. The Architectural Control Committee may refuse approval of plans, siting or specifications upon any ground, including purely aesthetic considerations, which in its sole discretion it shall deem sufficient. Approval of any one series of improvements hereunder shall not waive the Architectural Control Committee's rights to disapprove subsequent improvements to the same Lot.

Section 3. Building Location. No building shall be erected on any Lot closer than 50 feet to the right of way on which said tract fronts and the principal dwelling no closer than 10 feet from a side lot line and 40 feet from the rear lot line. Accessory buildings and detached garages may be located no closer than 10 feet from a side or rear lot line. The Architectural