

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS and EASEMENTS
for

HUNTINGTON PARK

THIS DECLARATION is made this 14th day of March, 2002 by
Progressive Enterprises (hereinafter called, the “Developer” or “Declarant”):

WITNESSETH

WHEREAS, the Developer owns all of the property known as HUNTINGTON PARK, Unit One, Lots 1 through Lot 10, as shown on that certain survey recorded in Plat Book 75, Page 41, of the Carroll County, Georgia Public Real Estate Records (hereinafter referred to as the “Subject Property”); and,

WHEREAS, Developer desires to provide for the benefit of all of the residents of those portions of the Subjected Property, certain common areas or recreation areas on an adjoining tract of property presently owned by the Developer and to be developed as a part of Phase II of the Huntington Park Subdivision; and,

WHEREAS, Developer deems it desirable to create an Association (as hereinafter defined) to own, maintain and administer the Recreational Area and Common Area of the subdivision in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Recreational Area 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.

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 Huntington Park Homeowners Assoc., a nonprofit corporation presently being organized under the laws of the State of Georgia.

(b) "Additional Property". The term "Additional Property" shall mean and refer to any real property lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Subdivision that Developer may from time to time submit and add to the provisions of this Declaration.

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

(d) "Developer" of "Declarant" shall mean Progressive Enterprises Unlimited Inc.

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

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

(g) "Association Mortgage" shall mean and refer to any security instrument by means of which title to the Recreation Area 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.

(h) "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.

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

(j) "Recreation Area" shall mean and refer to the property described as _____ upon that certain subdivision plat of _____, recorded, in Plat Book _____, Pages _____, Carroll County, Georgia, Records.

(k) "Recreational Purposes" shall mean and include recreational activities dedicated for the Owners, their families, guests and other invitees of the Association. Such activities

shall include picnicking, sporting activities, walking, hiking, riding of non-motorized vehicles and, such other activities as may be delineated by the Board, of Directors of the Association from time to time.

(1) “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 Association pursuant to Article 2, Section 2 of this Declaration.

(m) “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.

(n) “Common Area” shall mean and refer to any property described as a “Common Area” as defined and delineated on surveys and plats depicting future phases of the Huntington Park Subdivision as recorded in the Public Land Records of Carroll County, Georgia now and in the future. The 1st Phase of the Huntington Park Subdivision as described on the Plat referenced above does not contain a “Common Area”. But these Covenants and Restrictions are designed to give each Owner of a Lot in this 1st Phase the rights and accesses to the “Common Areas” as shown on the plats of future phases of the Subdivision.

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 Lot 246 of the 6th District of Carroll County, Georgia, and being the area designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 on that certain survey entitled “Final Plat HUNTINGTON PARK, UNIT ONE”, dated May 15, 2001 and recorded in Plat Book 75, page 41 of the Public Land Records of Carroll County, Georgia and shall further include any property designated as a “Common Area” or “Recreation Area” on any future plat placed on record by the Declarant within the boundaries of Land Lot 246, of the 6th Land District of Carroll County, Georgia.

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 Huntington Park Homeowners Assoc., a Georgia Nonprofit 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) On the 1st day of January, 2004-, 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 to be levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal not to repair or reconstruct any damage or destruction to the Recreation Property or the Common Area and the facilities thereon;’

(iv) Any proposal to dedicate, transfer or sell all or any part of the Recreational Property or the Common Area;

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

(vi) Any proposal to amend this Declaration or the Articles of incorporation of the Association; and

(vii) 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.

(b) “**Class B**”. The Developer shall be the sole Class B member. The Class B member shall have full voting membership, and, during its existence, the Class B membership 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 the 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. 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 Class A 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. Meeting 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, and in the By-Laws of the Association as amended from time to time or by law.

ARTICLE 4

Section 1. The Recreation Property: Members Rights in the Recreation Property.

The Developer hereby covenants with the Association to convey the Recreation Area and the Common Area to the Association on or prior to the 1st day of January 1, 2004.

Section 2. Members Easements of Enjoyment.

Subject to the provisions contained, in (a) through (h) of this Section, every member of the Association shall have a right enjoyment in and to the Common Areas and Recreation Area as defined for the Huntington Park Subdivision and an place on record in the Public Land Records of Carroll County, Georgia, including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Recreation Area for Recreational Purposes 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 Carroll County, Georgia and subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developer and others as herein stated, the Common Areas and Recreation Areas shall be used only for Recreational Purposes. 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 Recreation Area 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 Recreational Area, 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 assessments 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 Recreation

Area and in aid thereof to mortgage or otherwise burden or encumber the Recreation Area. The Association shall not mortgage any portion of the Recreation Area that may provide ingress and egress to any Residential Unit. In the event of a default upon any such mortgage or other burden or

encumbrance, the lender shall then only have the right,

(i) To take possession of such Recreation Area (where such right of possession exist),

(ii) To charge admission or other fees as a condition to continued enjoyment by the members and

(iii) If necessary, to open the enjoyment of the Recreation Area to persons other than members until the mortgage or other debt is satisfied, such right being the exclusive remedy available to the lender; and at the time such mortgage or other debt is satisfied the title to and possession of the Recreation Area shall be returned to the Association, all rights of persons other than members or the Association shall terminate and all rights of members hereunder shall be fully restored; and

(c) The right of the Association to take such steps are as reasonably necessary to protect the Recreation Area against foreclosure; and

(d) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period, during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of the Association's published rules and regulations; and

(e) The right of the Association to charge reasonable admission and, other fees for the use of any facilities which may be constructed, upon the Common Area or Recreation Area; and

(f) The right of the Association at any time to transfer all or any part of Common Area or Recreation Area if authorized by seventy percent (70%) 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 and maintenance of the Common Area or Recreation Area.

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 reside with him on Restricted Property 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 with, and agree to pay, the Association:

(a) Annual assessments and charges, and

(b) Special assessments as such assessments may 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 Recreation Area and Common Area and facilities related thereto devoted, to such purposes and related to the use and enjoyment of the Recreation Area, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of the Subdivision and any subsequent phase thereof created out of the Additional Property or any portion thereof, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, 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 Common Area and Recreation Area, any street lighting, grounds maintenance of road ways or streets, and other facilities of the Association, and the Subdivision 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

Two hundred dollars (\$200.00) 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 Common Area and Recreational Area.

From and after such time as the Class A member shall be entitled to full voting privileges 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 twenty percent (20%) of the assessment for the year immediately prior to the year for which the increase (or decrease) is to be effective.

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 within the Common Area or the Recreation Area, 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 member 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:

(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 first (1st) day of January 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 on a pro-rata monthly basis as to each member on the first day of the month following the date when he becomes a member pursuant to Section 2 of Article 3.

(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, as required, become a continuing lien on the delinquent members' lot(s) and 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 duty and obligation to pay such assessments shall remain the duty and personal obligation of the Owner as of the date of the Assessment 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 twelve percent (12%) 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 lot(s) in which event, interest, filing and court 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 gives, conveys, and 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 of law or 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 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 Recreation Area, Common Areas or facilities. The Association shall not waive any liens or rights it may have against any member or such member's Residential Unit without the approval of holders of seventy percent (70%) 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, the right of enjoyment in and to the Recreation Area and facilities 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 member's obligation to pay assessments due during the period of such suspension and shall not affect the permanent charge and lien on such member's 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 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 and 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 off the Association, the maintenance, repair and operation of the

Recreation Area and Common Area 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 Recreation Area and Common Area and facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the Recreation Area pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager of the Recreation Area or Common Area shall exercise all the powers and shall be responsible for the performance off 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 ten (10) days after sixty percent (60%) 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 Recreation Area and to maintain the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition of the Recreation Area, 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 shall, obtain insurance for all improvements on the Recreation Area 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 Recreation Area and all damage or injury caused by negligence of the Association or any of its officers, directors, employees, or 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 licensed to do business in the State of Georgia and holding a "A" rating or better by Best's Insurance Report or a similar publication, and all policy proceeds shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

ARTICLE 8

PERMITTED AND PROHIBITED USES

8.01 Division of Lots Prohibited. No lot shall be further divided, nor a part thereof sold separately, without the written approval of the Review Committee, or Developer. No lot shall be divided so as to violate the provisions of the subdivision ordinance as presently in effect in Carroll County, Georgia. A lot or lots may be further divided in order to accommodate the placement of septic systems on the properties, however, a new survey of the re-division of the lots will be prepared and approved by the Health Department and Codes Enforcement Office of Carroll County and thereafter placed of record in the real estate records of Carroll County, Georgia.

8.02 Through Access Prohibited. No lot shall be used to provide public access from a public street to other property adjacent to said lot. However, the Developer may redesign a lot and use the same in order to add additional property to the Subdivision, said property to be brought into the Subdivision shall be made subject to these Covenants and Restrictions as they may be from time to time amended.

8.03 Underbrush. Refuse Pile. Etc. No unsightly growth shall be permitted to grow or remain upon any part of the property, and no refuse pile or unsightly object shall be allowed to be placed, or suffered to remain anywhere thereon at any time.

8.04 Elevations of the Land. No changes in the contours or elevations of any lot shall be made without the approval of the Review Committee.

8.05 Single Family Residences. The premises may be used only for single-family residences, with the usual outbuildings that are constructed, and located according to the terms of these covenants and restrictions. One lot, as shown on the Plat of the Subdivision, shall be the minimum building area upon which a single-family residence and the usual outbuildings may be constructed. One or more lots may be utilized as a single building lot.

8.06 Garages. Garages shall be for the use only of the occupants of the residence to

which they are appurtenant. They may be attached, or detached from the residence, but shall not have entrances facing any street, unless approved, by the Review Committee.

8.07 Residential Use. The premises shall not be used or occupied by other than a single family and shall not be used for other than residential use, except that, subject to the terms of Paragraph 8.14 hereof, no more than 20% of the heated square footage in any residence may be used by the Owner for professional purposes incidental to his or her practice or his or her profession.

8.08 Area of Building. The area of the main, residential structure shall not be less than 1350 square feet. The area shall include only finished heated areas and shall be exclusive of a garage, decks, covered or uncovered walks and porches. Finished areas in the basement, whether heated or not, are not included in the minimum square footage. In addition, to the other requirements of this subparagraph, the number of square feet on the main level, the location of the house on the lot, the height of the building above street level and the pitch of the roof shall be such that the building shall be compatible and not detract from the appearance of other buildings and lots in the Subdivision and shall be subject to the approval of the Review Committee.

8.09 Additions to House. No addition to a house shall be made unless the exterior material is the same or substantially the same as the original structure without approval of the Review Committee.

8.10 Quality of Workmanship. All construction shall be of quality workmanship and material utilized shall be substantially the same or better than those generally obtainable in the Carrollton, Georgia area, and shall be built in accordance with the Southern Building Code as enacted and enforced by Carroll County, Georgia

8.11 Outbuildings. It is declared to be desirable that outbuildings or attached, storage sheds be kept to a minimum, and that lot owners plan to include adequate basement or other storage facilities which are an integral part of the main dwelling building or garage building, so as to eliminate the need, for outbuildings or attached storage sheds. In any event no outbuilding or storage facility, dog house or similar structure shall be constructed on any lot within the Subdivision unless it has exterior covering the same or substantially the same as the exterior covering of the main dwelling and screened from any street or Amenity, unless otherwise approved by the Review Committee.

8.12 Completion Within Twelve Months. When the construction of any building is once begun, work thereon must be prosecuted diligently. It must be completed within twelve (12) months from the beginning of the clearing and grading of the lot for construction. No building shall be occupied during construction.

8.13 Septic Tanks. Lot owners must use septic tanks and drain fields for sewage disposal with installation subject to approval by the Carroll County Health Department. In addition, the plans and specifications submitted to the Review Committee for construction of a building requiring sewage disposal shall include plans and specifications of the proposed location of the septic tank and drain field. The location and design of the septic tank shall be subject to the

approval of the Review Committee.

8.14 *Home Occupations.* Subject to the prior and continuing approval of the Review Committee, owner/occupants of residences within the Subdivision shall be allowed to practice his or her' occupation, profession or trade from the residence, subject to compliance with other provisions of this document and provided that such practice does not detract from the residential nature of the Subdivision nor intrude upon other property owners in the quiet enjoyment of their residential property. Generally, the following guidelines shall apply:

- a) No signs of any type, nor other visible indication that the occupation, profession or trade is practiced in the residence shall be permitted.
- b) The occupation, profession or trade shall not be such as to invite the general public or to otherwise generate significant motor vehicle traffic.
- c) The occupation, profession or trade shall not generate any noise that in its nature or volume is not compatible with normal residential usage.
- d) No storage of business related items is allowed outside the residence.
- e) No business equipment or vehicles shall be parked on the property other than one automobile personally driven by the property owner. In the event the vehicle has displayed on its sides or its roof signage of the business, said vehicle will be parked to the rear of the residence and inside a garage area.
- f) The occupation, profession or trade shall be practiced from the interior of the residence itself and no barns, sheds or other outbuildings of any type shall be used in connection with the practice.

The Review Committee shall be the sole judge as to compliance with this section and reserves the right, to expand the restrictions at any time if, in the opinion of the Review Committee, other rules or clarifications are needed to preserve the quiet enjoyment of the other property owners within the Subdivision. Because the subdivision is first and foremost a residential community, in any dispute, the burden of proof of compliance shall be borne by the owner practicing his or her profession or trade.

8.15 All driveways shall be a minimum of ten (10) feet in width and have a surface treatment of concrete or asphalt black-top or other material authorized by the Review Committee

8.16 All fences must be approved by the Review Committee and, unless an integral part of the house and constructed of compatible material with that of the house, shall, unless approved by the Review Committee, be constructed in the rear of the dwelling and constructed of Chain Link or Wood

8.17 *Mail Boxes.* Custom mail boxes are to be provided by the builder on each lot.

8.18 *Signs.* No sign of any character shall be displayed or placed upon any part of the

property on which such signs are displayed, with the exception of the following:

- a) a single “For Sale” sign referring only to the premises on which displayed and not to exceed four (4’) square feet in size;
- b) not more than one sign of similar size constructed and placed by Developer upon a lot on which construction is ongoing or upon which construction has been completed and the lot not yet sold.
- c) a standard yard sign expressing an endorsement of a political candidate or issue.

8.1.9 Garbage Receptacles. Each residence shall provide suitable garbage receptacles for household garbage only, which garbage receptacles shall except to facilitate pickup, be screened from view from any street, amenity area or any adjoining lot. The receptacles and their surrounding area shall be kept in a clean, neat and sanitary condition.

8.20 Clothes Lines. Clothes lines shall not be permitted.

8.21 Doghouse or Pen. No dog house or pen shall be constructed on the premises without the approval of the Review Committee and, in any event, shall be located as to be screened from any Street, amenity area or other subdivision lot.

8.22 Recreational Vehicles or Trailers. A recreational vehicle or boat in its trailer may only be kept in an enclosed garage or parked or stored on that portion of the property beyond the front building line and to the rear of the residence.

8.23 Temporary Buildings. No temporary building or other improvements of a temporary nature including trailers, basements tents, shacks or portable buildings shall be permitted on the property. Temporary improvements or trailers used solely in connection with the construction of permanent improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction and are not used as a temporary residence.

8.24 Animals. No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purposes. No such animal shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The Review Committee shall in its sole discretion, determine whether, for purposes of this paragraph, a particular pet is considered a house pet or whether a number of or any particular animal on the particular property is reasonable or unreasonable or constitutes a nuisance. Such animals, except for cats, shall be kept within the fences or houses, except when under physical or voice control.

8.25 Parking. Each lot shall have within its boundaries adequate parking: space surfaced with the same type surface that is utilized for the driveways thereon, to accommodate all vehicles

of occupants customarily residing in and invitees, employees, contractors, regularly visiting or serving the residence located thereon on a daily or weekly basis. In no event shall such vehicles be parked regularly on a daily or weekly basis on the public street(s) adjoining each lot.

8.26 Livestock and Poultry. No livestock or poultry shall be allowed on any lot.

8.27 Elevations of the Land. No change in the contours or elevations of any lot shall, be made without the approval of the Architectural Review Committee.

8.28 Water Supply. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Carroll County Health Department. Approval of the system as installed shall be obtained from the Carroll County Health Department.

8.29 Protective Screening. Plants, fences, or walls shall be maintained, in good condition by the owners of the Lots, at their own expense, to form a screen for the protection of the residential area.

8.30 Land Near Parks and Water Courses. No building shall be erected on any lot nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any parcel or amenity area or the edge of any open water course, except that clean fill may be placed closer, provided that the natural water course is not altered or blocked by the fill.

8.31 Cutting of Trees. With the exception of clearing operations needed for the construction of a residence, driveway or patio associated therewith or as required to protect the residence from danger of falling trees. Lot owners shall not cut any trees with a diameter greater than ten (10) inches at a height of four (4) feet above ground, without first obtaining permission for cutting of said tree from the Review Committee.

ARTICLE 9

SETBACKS AND BUILDING LINES

9.01 Building Defined. For the purpose of this paragraph, building shall mean the main residence, the garage and related outbuildings and include the main portion of any such structure and all projections or extensions thereof, including art attached or detached garage or carport, outside platforms or decks, canopies, balconies, bay windows and, porches, but excluding open steps leading to the main residential buildings.

9.02 Setback and Building Lines. For the purpose of this paragraph, "Building" shall be defined as the main residence, the garage and related outbuildings and include the main portion of

any such structure. No building shall be located on any lot nearer than 45 feet from the right of way of any street bordering the lot and closer than 15 feet from the side line of any lot or 10 feet from the back line of any lot, unless a variance is obtained from the local government having zoning control over the submitted property.

ARTICLE 10

ARCHITECTURAL REVIEW COMMITTEE

1.0.01 Architectural Review Committee Created. There has been created and presently exists a committee known as the Huntington Park Subdivision Architectural Review Committee. All references herein to “Review Committee” or “Architectural Review Committee” are to this committee. The Review Committee is currently comprised of _____, _____, and _____.

10.02 Review Committee Approval Required. From and after this date, no building, structure, outbuilding or fence shall be erected, placed or altered on any lot within the Subdivision until construction plans, specifications and a plat showing the location of the structure and appurtenant structures, septic tanks, drain fields, and drives shall have been submitted to and approved by the Review Committee as to the location of same, quality of workmanship and materials, harmony of exterior design with existing structures and to location with respect to topography, finished grade elevation and landscaping in compliance with the setback lines and other requirements as provided for herein. Neither shall any trees over ten (10) inches in diameter be cut or removed or any road or driveway constructed, or grade elevation change without prior approval of the Review Committee following the submission, of a written request there for with a description of the desired activity. Generally, the cutting of trees in excess of the dimensions set out above will not be allowed without adequate cause.

10.03 Approval. The Review Committee shall, within fifteen (15) days from the submission of the information required, advise the lot owner or prospective owner of the decision of the Committee and any corrections, amendments, alterations, prohibitions, or additional requirements established by the Committee. Should the Committee fail to approve or

disapprove any such improvement within thirty (30) days after the plans and, specifications have been submitted to the Committee; or in the event no suit to enjoin the structure or proposed action has been commenced within ninety (90) days after the completion thereof, approval will not be further required, and the related, covenants shall be deemed to have, been fully complied with. The submission by any lot owner of plans, specifications and such other information as the Committee may require to fully inform itself for the purpose of review of such plans and specifications shall be accomplished no later than fifteen (15) days prior to the start of the construction contemplated.

The Architectural Review Committee may, in its sole discretion, grant waivers from the Covenants and Restrictions set forth in this Declaration concerning the placement of any building upon a lot, and from setback lines in instances where unique and unusual circumstances prevail, that would cause significant economic loss on the part of a lot owner if strict compliance were

mandated.

10.04 Submission of Information. Submission of the information herein required may be done until further notice or otherwise by delivering the same personally to any member of the Committee or by mailing the same by United States mail to the Committee at the following' address

Architectural Review Committee For Huntington Park Subdivision
c/o C. David Harrison
1128 Rainey Road
Temple, Georgia 30179

10.05 Death or Resignation. In the event of the death or resignation of any member of the Committee, the remaining member or members shall have full, authority to designate a successor.

10.06 Additional Members. The member(s) of the Committee from time to time, shall further be empowered to designate and name additional members to the Committee who shall be either owners of lots within the Subdivision or spouses of owners of lots within the Subdivision. The Committee shall have no fewer than three (3) members, nor more than five (5) members.

10.07 No Members -- Election. If, at any time, there are no members serving as an Architectural Review Committee for the Subdivision, the Committee may be reconstituted by petition or election of members of the Committee by lot owners owning sixty percent (60%) of the lots within the Subdivision.

10.08 Existence of Committee. If, at any time the Review Committee has ceased to exist as such and no members have been selected as provided herein, the need for Review Committee approval is dispensed with until such time as the Committee may be reconstituted.

ARTICLE 11

STREETS. EASEMENTS AND RIGHTS-OF-WAY.

11.01 Streets. Developer will dedicate any street built within the Subdivision to the local government in which said subdivision is located, which, after acceptance, shall be responsible for the maintenance and upkeep of same. Developer, however, has reserved certain easements and rights-of-way for utilities, drainage, pedestrian and access easements as may be shown or stated on the Plat. Declarant further reserves an easement for said utilities and drainage purposes 10 feet in width along the right-of-way of all streets and 10 feet in width on center of all ditches, side lot lines and rear lot lines, unless otherwise limited or enlarged on the recorded subdivision Plat.

11.02 Pedestrian Easements or Access Easements. Any area shown as a pedestrian easement or access easement on the Plat is for the benefit and use only of residents owning or occupying the property within the subdivision and their invitees. The pedestrian and access

easements shall in no event be used for any other purpose, other than pedestrian use or for utilities as provided, in paragraph 11.03 below. Use of the easements for motorized vehicular travel or for any other purpose other than “foot or non-motorized, bicycle traffic” or “utility or drainage use”, is expressly prohibited.

11.03 Utility or Drainage Easements. Said pedestrian and access easements and any utility or drainage easements may be used for the installation, maintenance, repair and replacement of electrical, gas, water, cable T.V., or community antenna or drainage purposes.

11.04 Utilization of the Easements. No structures, including walls, fences, paving or planting shall be erected upon any part of the property that will interfere with the utilization of the easements as provided for above.

ARTICLE 12

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on lots in the Subdivision. The provisions of this Article apply to both this Declaration and to the Bylaws of the Property Owners Association, notwithstanding any other provisions contained therein.

12.01. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number) will be entitled to timely written notice of:

a) any condemnation loss or any casualty loss which affects a material portion of the Subdivision or which affects any lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder,

b) any delinquency in the payment of assessments or charges owed by an Owner of a lot, subject to the mortgage of such holder, where such delinquency has continued for a period of one hundred, eighty (180) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days after notice is provided to the owner;

c) any lapsed cancellation, or material modification of any insurance policy maintained by the Association; or

d) any proposed action that would require the consent of a specified percentage of mortgage holders.

12.02 Approval of Action. So long as required by the Federal Home Loan Mortgage Corporation, hereinafter referred to as “The Mortgage Corporation and so long as the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, is insuring or the Veterans Administration, hereinafter referred to as “VA”, is guaranteeing any mortgage in the

Subdivision, the following provisions apply in addition to, and not in lieu of, the foregoing. Unless two-thirds (2/3rds) of the first mortgagees or owners other than the Declarant, give their consent, the Association shall not:

a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or Recreational Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended, use of the common property shall not be deemed a transfer within the meaning of this subsection) other than personal property of the Association;

b) change the method, of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

c) by act or omission change, waive, or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance and, maintenance of lots and of the common property (the issuance and amendment of architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection.); Declaration; or

d) fail to maintain insurance, as required, by this Declaration, or;

e) use hazard insurance proceeds for any common property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained, in this section shall be construed to reduce the percentage vote that must otherwise be obtained, under the Declaration for any of the acts set out in this section.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the common property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.03 No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any owner or other party priority over any rights of the first mortgagee of any lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the common property.

12.04 Notice to Association. Upon request, each lot owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such owner's lot.

12.05 Amendments by Board Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, its successors, transferees or assigns subsequently delete any of their respective requirements which necessitate the provisions of this Article or make

any such requirements less stringent, the Board, without approval of the owners, may cause an amendment to this Article to be recorded to reflect such change.

22.06 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action, shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE 13

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 20 years from the day and year first above written. Said Covenants and Restrictions may be terminated, or renewed and extended, in whole or in part, beyond said 20 year period for successive periods not to exceed twenty (20) years each, pursuant to the provisions of O.C.G.A. §44-5-60, as now or hereafter amended.

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 mail, 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 affect 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 three (3) years following the day and year first above written by an instrument signed by the class B member. Thereafter, the Covenants and Restrictions may be amended by members of the Association entitled to cast at least sixty percent (60%) of the votes of each class of members of the

Association; provided, however, that any such amendment off 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 Carroll 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 Carroll County, Georgia, and unless written notice of the proposed amendment is sent to every member at least fifteen (15) 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 this the ____ day of _____,2002.

Signed, sealed and executed in the presence of:

Witness

Notary Public