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PROTECTIVE COVENANTS AND RESTRICTIONS  
RUNNING WITH THE LAND AND RESERVATIONS OF EASEMENTS FOR  
HICKORY POINTE SUBDIVISION

Amendment to Covenants

COMES NOW THE DECLARANT, W. Woodrow Land Development Corporation, and amends the Declaration of Covenants, Restrictions Running with the Land and Reservations of Easements for Hickory Pointe Subdivision, recorded at Deed Book 1186, Page 120, re-recorded at Deed Book 1258, page 52 and amended at Deed Book 1258, Page 65 of the Carroll County Deed Records, pursuant to and under the guidelines of ARTICLE IX, Section 8.01 of the Hickory Pointe Subdivision Covenants as follows:

AMENDMENT I

WITNESSETH: shall be amended by adding the following:

WHEREAS, Developer is the owner of a certain property shown and delineated on a plat entitled:

- "Hickory Pointe Subdivision, Phase 2 Final Plat", prepared by Ross A. Lynn of Keck & Wood, Inc. RLS# 2316, dated December 7, 2000, Recorded at Plat Book 73, Page 180 of the Carroll County Deed Records;

which plat of record thereof is by reference incorporated herein and being referred to herein as the "Plat". The Subdivision shown on the Plat is hereinafter referred to as the "Subdivision".

WHEREAS, it is in the best interest of the lot owners purchasing lots in the Subdivision that covenants and restrictions be established to insure the use of the Property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to assure its compatible and coordinated development, to maintain the desired quality of the Subdivision, and thereby to enhance the full economic benefit and general enjoyment of the lot of each owner.

NOW THEREFORE, in consideration of the premises, Developer does declare the

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following to apply to all lots within the Subdivision.

**IN WITNESS WHEREOF**, The Declarant has caused this Declaration to be duly executed and sealed this 11 day of ~~November, 2002~~

*February 2003*

Signed, sealed and delivered  
In the presence of:

W. WOODROW LAND DEVELOPMENT,  
CORPORATION

*[Signature]*  
Witness  
*[Signature]*  
Notary Public

By: *[Signature]*  
Joseph Martin, CEO

LINDSAY SCHMIDT  
Notary Public - Michigan  
Oakland County  
My Commission Expires Mar 27, 2004

Signed, sealed and delivered  
In the presence of:

*[Signature]*  
Witness

*[Signature]*  
Notary Public

TSR DEVELOPMENT, INC.

By: *[Signature]*  
Timothy S. Randolph, President

Hickory Pointe Subdivision Homeowners (Phase 2):

\_\_\_\_\_  
Signature  
Printed name: \_\_\_\_\_

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Signature  
Printed name: \_\_\_\_\_

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{see additional signatures on following page}

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Woodrow Land Development Corp.

**PROTECTIVE COVENANTS AND RESTRICTIONS  
RUNNING WITH THE LAND AND RESERVATIONS OF EASEMENTS FOR  
HICKORY POINTE SUBDIVISION**

This Declaration of Protective Covenants and Restrictions Running with the Land and Reservations of Easements ("Declaration") for W. Woodrow Land Development Corp. ("Developer") made this 1<sup>st</sup> day of December, 1999.

WITNESSETH:

WHEREAS, Developer is the owner of certain property shown and delineated on a plat entitled "Hickory Pointe Subdivision Phase 1 Final Plat" prepared by Ross A. Lynn of Keck & Wood, Inc., Georgia Registered Land Surveyor # 2316, dated the 18th day of October, 1999, a copy of which appears of record in Plat Book 69, Page 173, Carroll County, Georgia Public Real Estate Records, which plat and the record thereof are by reference incorporated herein and being referred to herein as the "Plat". The Subdivision shown on the Plat is hereinafter referred to as the "Subdivision;" and

WHEREAS, it is in the best interest of the lot owners purchasing lots in the Subdivision that covenants and restrictions be established to insure the use of the Property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, to assure its compatible and coordinated development, to maintain the desired quality of the Subdivision, and thereby to enhance the full economic benefit and general enjoyment of the lot of each owner.

NOW, THEREFORE, in consideration of the premises, Developer does declare the following to apply to all lots within the Subdivision.

**ARTICLE 1  
PERMITTED AND PROHIBITED USES**

1.01 Division of Lots Prohibited. No lot shall be re-subdivided nor a part thereof sold separately without the written approval of the Review Committee.

1.02 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.

1.03 Single Family Residences. Each lot may be used only for a single family residence with the usual outbuildings which are constructed and located according to the terms of this Declaration.

One lot shall be the minimum building area upon which a single family residence and the usual outbuildings may be constructed. Two or more lots may not be combined and utilized as a single building lot without written approval of the Review Committee.

1.04 Garages. All residences must have a two car enclosed garage when the residence is constructed. The garages shall be for the use only of the occupants of the residence to which they are appurtenant. The garages may be attached or detached from the residence.

1.05 Business Use Restriction. No trade or business of any kind may be conducted in or from a lot or any part of the single family residence located thereon, including business uses ancillary to a primary residential use, except that the owner or occupant of a single family residence on a lot may conduct such business activities within the residence so long as: (I) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the units; (ii) the business activity does not involve persons coming into the residence or upon the lot who do not reside on the lot; (iii) the business activity conforms to all zoning requirements for the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Review Committee. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (I) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor.

1.06 Area of Building. The area of a single-story building shall not be less than 1,100 square feet. The area shall include only finished heated areas and shall be exclusive of any garage, decks, covered walks and porches.

1.07 Exposed Masonry Block. No building shall be constructed so as to leave any masonry blocks or walls exposed to view.

1.08 Exterior of Buildings. All exteriors, including paint color, of buildings shall be approved by the Review Committee. Any change in exterior shall require approval of the Review Committee.

1.09 Additions. No addition to any improvement shall be made without approval of the Review Committee, unless the exterior material is the same or substantially the same as the original structure.

1.10 Quality Workmanship. All construction shall be of quality workmanship and material utilized substantially the same or better than those generally obtainable in the Carroll County, Georgia area.

1.11 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 storage facilities. No such structure shall be constructed or placed on any lot within the Subdivision unless its exterior covering is the same or substantially the same as the exterior covering of the main dwelling and screened from any street, and is approved by the Review Committee.

1.12 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.

1.13 Utilities. All telephone, cable television, community antenna and utility lines shall be underground. An electric water heater and a dual fuel heating unit shall be installed upon the construction of each residence.

1.15 Driveways. All driveways shall be a minimum of ten (10) feet in width and have a surface treatment of concrete, asphalt, blacktop or other material authorized by the Review Committee. No driveway shall be constructed without the prior approval of the Review Committee.

1.16 Fences. All fences must be approved by the Review Committee.

1.17 Mail Boxes. Mail boxes should be well selected, placed and maintained to complement the area. Plans and specifications for improvements shall also include specifications for the mail box to be associated with such residence and its location and shall be subject to approval by the Review Committee.

1.18 Signs. No sign of any character shall be displayed or placed upon any part of the Property except (a) one "For Sale" signs not exceeding four (4) square feet referring only to the lot on which displayed, (b) well designed signs constructed and placed by Developer at the entrance to the Property, and (c) one primary contractor sign per lot not larger than two square feet permitted per lot during the construction of a dwelling on such lot. No subcontractors may place signs or advertise on a lot.

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

1.20 Clothes Lines. No clothes lines shall be permitted.

1.21 Dog House or Pen. No dog house or pen shall be constructed on the lot without the approval of the Review Committee and, in any event, shall be located as to be screened from view from any street or adjoining lot, unless otherwise approved by the Review Committee.

1.22 Recreational Vehicles or Trailers. Any recreational vehicles, trailers or pleasure boats on trailers, may only be kept in an enclosed garage or parked or stored on that portion of the lot back of the front building line and to the rear of the residence.

1.23 Temporary Buildings. No temporary building or other improvements of a temporary nature, including without limitation trailers, basements or 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.

1.24 Animals. No animals, other than a reasonable number of generally recognized household pets, shall be allowed 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 determine in its discretion whether, for purposes of this paragraph, a particular pet is considered a household pet or whether a number of or any particular animals on the particular lot is reasonable or unreasonable or constitutes a nuisance. Such animals shall be kept within a fence or house, except when under physical or voice control.

1.25 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 and 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. *No resident shall park vehicles on utility easement or lot, landscaped yard.*

1.26 Trees. After construction, no homeowner shall cut or remove trees over six (6) inches in diameter shall be cut or removed without the prior approval of the Review Committee following the submission of a written request therefor with a description of the desired activity. Generally, the cutting of trees will not be allowed by the Review Committee without adequate cause. All rear set back areas required by County Code shall remain a natural area. No tree cutting shall be allowed in said area without Review Committee approval. Should inadvertent cutting occur in said area, the Review Committee may require privacy fencing in a type and style at the Committee's discretion.

## ARTICLE 2 SET-BACKS AND BUILDING LINES

2.01 Building Defined. For the purpose of this Article, "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 an 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.

2.02 Set-back Defined. No building shall be erected upon any lot in the Subdivision which is less than the set back lines as set forth on the subdivision survey which is recorded at Plat Book 69, Page 173. Carroll County, Georgia Public Records.

## ARTICLE 3 ARCHITECTURAL REVIEW COMMITTEE

3.01 Architectural Review Committee Created. There has been created and presently exists a committee known as the Architectural Review Committee. All references herein to "Review Committee" or "Architectural Review Committee" are to this committee. The Review Committee is currently comprised of the Developer.

3.02 Review Committee Approval Required. From and after this date, no building, structure, outbuilding, driveway or fence shall be erected placed or altered on any lot within the Subdivision, until construction plans and specifications and a plat showing the location of the structure and appurtenant structures, 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 external design with existing structures and to location with respect to topography, finished grade elevation and landscaping in compliance with the set-back lines and other requirements as provided for herein.

3.03 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 Review Committee and any corrections, amendments, alterations, prohibitions, or additional requirements established by the Review Committee. Should the Review Committee fail to approve or disapprove any such improvement within thirty (30) days after the plans and specifications have been submitted to the Review 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. Lot owners shall submit plans, specifications and such other information as the Review Committee may require to fully advise itself for the purpose of review of such plans and specifications no later than fifteen (15) days prior to the start of the construction contemplated.

Any approval by the Review Committee, whether effected by specific approval or the expiration of the thirty (30) day period specified above, shall not be deemed to be or considered evidence of compliance of such improvements with any applicable zoning or building code, regulation or standard, including any safety standard.

3.04 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 Review Committee or by mailing the same by United States mail to the Review Committee at the following address:

W. Woodrow Land Development Corp.  
29350 Southfield Road  
Southfield, MI 48076

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

3.06 Additional Members. The member(s) of the Review Committee from time to time shall further be empowered to designate and name additional members to the Review Committee who shall be either owners of lots within Subdivision or spouses of owners of lots within Subdivision.

3.07 No Members - Election. If at any time there are no members serving as a Review Committee for the Subdivision, the Review Committee may be reconstituted by petition or election of members of the Review Committee by lot owners owning two-thirds (2/3) of the lots within Subdivision.

#### ARTICLE 4 STREETS

4.01 Streets. Developer has or shortly will dedicate the streets within the Subdivision to Carroll County, which shall be responsible for the maintenance and upkeep of same.

#### ARTICLE 5 ASSESSMENTS FOR MAINTENANCE OF LOTS, STREETS, EASEMENTS AMENITIES AND OTHER PUBLIC SERVICES

5.01 Assessment. The owner of each Lot within the Subdivision, for himself, his heirs, executors and assigns, as well as the Developer, covenants and agrees to pay to the Property Owners'

Association, its successors and assigns, from the date of the purchase of any such Lot, an assessment (the "Assessment") as provided for herein, to be utilized only to pay the cost of constructing, maintaining, repairing and operating any Amenities established by Developer or the Property Owners' Association, for use by Lot owners within the Subdivision, and for the maintenance, upkeep, landscaping and improvement thereof and of roadsides and easements and to provide other public services to the extent not adequately provided by any public authority, including but not limited to underground electrical and/or telephone communication or other telecommunications service, garbage collection, street lighting and lighting of any easement areas and Amenities. The cost of any of the aforementioned services shall be borne by the owners on the basis of an equal Assessment for each Lot, whether same is built upon or not. Notwithstanding, the Assessment may be waived for unimproved lots, such waiver to be in the sole discretion of the Developer (or the Property Owner's Association if the right to collect the Assessment has been transferred and assigned to the Property Owner's Association).

#### 5.02 Expenses.

- (A) Expenses associated with the operation maintenance, repair or construction of Association-owned property shall be assessed by the Board of Directors. Electricity utilized for the operation of any community building or improvement, street lights, sanitary sewer stations or other property used by or available to Lot owners or other residents shall be allocated equally to owners on a per-Lot basis.
- (B) Should any expense arise due to damages to any Amenities, easement areas or other common property caused by the owner(s) or occupant(s) of any one or more Lots, or any guest, invitee, agent, licensee or contractor of any such owner(s) or occupant(s), then all costs of repairing such damage shall be assessed against such Lot or Lots in question as a special assessment.
- (C) Should any common expense benefit only relatively few of the Lots in the Subdivision, the cost of such benefit shall be equitably assessed among the lots benefitting from such expense, as reasonably determined by the Board of Directors of the Association.

5.03 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, whether for any Assessment, fines or other charge made against the owner of such Lot, together with late charges, interest, and costs, including, without limitation, reasonable attorney's fees actually incurred, as provided herein, shall be the personal obligation of the Lot owner, secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) the lien of any mortgage, deed of trust or security deed recorded prior to the recording of this Declaration; or (c) the lien of any purchase money mortgage, purchase money deed of trust or purchase money security deed encumbering the Lot, provided that the mortgagee, beneficiary or security deed holder was not an owner of the Lot while any Assessments, fines or charges were outstanding or unpaid.

5.04 Assessment Limited. The initial Assessment from and after date of Lots transferred from the Developer shall be Two hundred and twenty and no/100 dollars (\$220.00), payable annually on or before April 1 of each year. Such Assessment amount may be increased by the Developer at any time until such time as the Developer has transferred more than fifty percent (50%) of the Lots to other owners. After the Developer has transferred more than fifty percent (50%) of the Lots, the Assessment amount may be increased by a vote of sixty percent (60%) of the owners of the Lots within the Subdivision provided



that any increase in the monthly payment shall not exceed ten percent (10%) of the amount of the monthly Assessment assessed at the end of the previous calendar year, unless an increase in excess of ten percent (10%) is approved by the vote of eighty percent (80%) of the Lot owners. The Assessments provided for herein shall be held separately by the Developer until turned over to the Association pursuant to paragraph 6.01 and shall only be used for the aforesaid purposes. Notwithstanding anything to the contrary herein, the foregoing limitation shall not apply to expenses assessed pursuant to paragraphs 5.02(B) or (C).

5.05 Effect of Nonpayment of Assessments: Remedies of the Association. The personal obligation of the Lot owner and the lien for Assessments shall also include:

- (A) A charge not in excess of the greater of ten percent (10%) of the amount of each Assessment or installment thereof not paid when due, as liquidated damages as a best estimate of damages arising out of the inconvenience and cost to the Association of any late payment;
- (B) Interest on each Assessment or installment thereof, any delinquency or late charge pertaining thereto from the date the same was first due and payable at an annual rate equal to the lesser of eighteen percent (18%) or the highest rate permitted by law, until paid;
- (C) The costs of collection, including court costs, the expenses required for the protection and preservation of the lien and the collateral, and reasonable attorney's fees actually incurred; and
- (D) The fair rental value of the Lot in question from the time of the institution of an action until the sale of the Lot at foreclosure, or until judgment rendered in the action is otherwise satisfied.

Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the Lot owner both at the address of the Lot and at any other address or addresses which the Lot owner may have designated to the Association in writing, the lien may be foreclosed by the Association by an action, judgment, and foreclosure in the same manner as other liens on improved real property. The notice shall specify the amount of the Assessments then due and payable together with authorized late charges and interest accrued thereon. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The lien for Assessments shall lapse and be of no further effect, as to Assessments or installments thereof, together with late charges and interest applicable thereto, which first become due and payable more than three years prior to the date upon which the notice contemplated in this paragraph is given or more than three years prior to the institution of an action therefor if an action is not instituted within 90 days after the giving of the notice. In the event that the Assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Lot owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Lot owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Lot owners.

No Lot owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of any Lot, the non-use of

any Amenity or other Association-provided service, or the purported withdrawal from the Association. No diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or any bylaws adopted by the Association (the "Bylaws"), or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Lot owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent Assessments.

## ARTICLE 6 PROPERTY OWNERS' ASSOCIATION

6.01 Establishment and Purpose. The Developer shall establish a property owners' association in the form of a Georgia non-profit corporation, herein referred to as the "Association." The purpose of the Association shall be to accept and hold title to, construct, maintain, repair, landscape, improve and operate the Amenities and provide other public services for the mutual benefit of Lot owners within the Subdivision and to collect, hold, administer and expend the Assessments provided for in Article 5 hereof, when the rights to collect such Assessments are transferred and assigned to the Association by the Developer. The Association shall also be empowered to enact Bylaws and rules and regulations providing for the organization and operation of the Association and the utilization of Amenities and public services provided or made available by the Association.

6.02 Required Membership. When the Association is formed and each record Lot owner is notified, each record owner(s) shall become a member of the Association and shall be bound by the Bylaws and rules and regulations established from time to time by the Association, provided that the Association shall have no power to establish Bylaws or rules and regulations which:

- (A) Conflict with or vary the terms hereof as they may be amended;
- (B) Provide for voting rights other than one (1) vote per Lot, on all issues and votes coming before the Association;
- (C) Are established by a vote of less than a majority of the votes cast in person or by proxy at a meeting of members at which a quorum is present and which is held not less than five (5) days after written notice is sent to the owners at their record address or such other address as any owner may furnish in writing to the Association of the time, place and purpose of the meeting, together with a copy of the proposed bylaw, rule or regulation or amendment thereto.

6.03 The Georgia Property Owners Association Act. The Association and this Declaration shall be governed by the benefits and provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et seq.*

## ARTICLE 7 COVENANTS, MEANS OF ENFORCEMENT,

## ENFORCEABILITY, JOINTLY AND SEVERALLY

7.01 Independent and Separate. Each and everyone of the terms and provisions of this Declaration contained herein shall be considered to be independent and separate and, in the event any one or more of such terms or provisions shall for any reason be held to be invalid or unenforceable, all remaining terms and provisions shall nevertheless remain in full force and virtue.

7.02 Enforcement. Each lot owner and occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such lot owner's lot, if any. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by Developer or by an aggrieved lot owner. Failure to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Review Committee shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the lot owner who is responsible (or whose occupants are responsible) for violating the foregoing.

7.03 Self-Help. In addition to any other remedies provided for herein, the Review Committee or its duly authorized agent shall have the power to enter upon any lot or any other portion of the Subdivision to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the review committee shall give the violating lot owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating lot owner and shall be collected as provided for herein for the collection of Assessments.

7.04 Injunction, Suit for Specific Performance, Etc. It is agreed that in the event of a violation of any of same, the economic detriment to any party hereto shall be indefinite and incapable of determination and that this Declaration, therefore, may be enforced in equity by injunction, restraining order or by suit for specific performance.

7.05 Attorney's Fees. In the event that any party hereto successfully institutes an action for enforcement, resulting in a final judgment or decree of injunction, specific performance or providing for monetary damages, the party violating this Declaration shall pay all costs of the court and reasonable attorney's fees associated with the institution and prosecution of such action.

7.06 Failure to Complete Building. If a building is not completed within twelve (12) months as required in Paragraph 1.13, any party entitled to enforce these Covenants may complete the building, in which event, the owner of the lot on which the building is located does hereby covenant to pay the cost of completing the building and interest at the rate of twelve (12%) percent per annum to the party completing the building and the party, corporation or association completing the building shall also be entitled to file a title affidavit in the Office of the Clerk of the Superior Court of Carroll County, Georgia, setting forth the cost of the completion and describing the lot on which the building is located, and the lot shall thereafter be subject to a lien for the cost and interest at twelve percent (12%), provided that the lien shall not be superior to any lien or security deed which is recorded prior to the recording of the Affidavit.

**ARTICLE 8**  
**AMENDMENT**

8.01 Amendment. This Declaration may only be amended in accordance with the following requirements and procedures:

(a) Such amendment must be approved by the record owners of two-thirds (2/3) of the lots within Subdivision, and so long as Developer shall own any lot in Subdivision, by Developer. Such amendment shall be effective only upon one or more record lot owners (including the Developer) making a title affidavit setting forth the Amendment attaching the written approval of said amendment signed by the requisite number of record lot owners and, if applicable, the Developer, and recording the same in the Public Real Estate Records of Carroll County, Georgia.

(b) Notwithstanding the foregoing, the Developer, so long as it has record title to more than one of the lots in Subdivision, reserves the right at any time to amend the Declaration and/or the plat as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes in such a way as to be beneficial to all purchasers or to further clarify and to explain the obligations, responsibilities and limitations of the lot owners as set forth in the preamble hereof.

**ARTICLE 9**  
**MISCELLANEOUS**

9.01 Covenants And Restrictions To Run With The Land. All of these Covenants set forth herein shall run with the land, and each lot owner, by accepting the deed to a lot, accepts the lots subject to these Covenants, and agrees for himself, his heirs, administrators and assigns to be bound by each of these Covenants jointly, separately and severally.

9.02 Duration of Covenants, Restrictions, Reservations and Servitudes. The covenants and restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by the developer or any lot owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provisions shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by a majority of the then lot owners has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

9.03 Waiver. The Architectural Review Committee may grant waivers from this Declaration in instances where unique and unusual circumstances prevail that would cause significant economic loss

on the part of a lot owner to comply with this Declaration and further provided, that no waiver shall be effective unless written notice thereof is mailed, postage prepaid, to all record lot owners within fifteen (15) days prior to the granting of said waiver.

9.04 Captions. The captions to the paragraphs provided here are only to aid the reader in locating the general subject matter of the Articles and paragraphs and do not in any way alter, amend, limit or expand the content of any Article and paragraph.

9.05 Notice of Sale, Lease or Acquisition. In the event an lot owner sells or leases such lot owner's lot, the lot owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the lot and such other information as the Board may reasonably require. Upon acquisition of a lot, each new lot owner shall give the Association in writing the name and mailing address of the lot owner and such other information as the Board may reasonably require.

IN WITNESS WHEREOF, the undersigned has executed this document as of the year and date first above written.

Signed, sealed and delivered  
in the presence of:

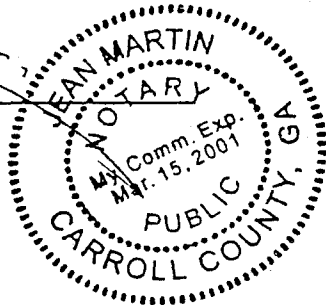
DEVELOPER:

W. WOODROW LAND DEVELOPMENT CORP.

Jenna A. Price  
Witness

[Signature]  
Joseph F. Martin, Chief Executive Officer

[Signature]  
Notary Public



CONSENT AND WAIVER

Comes now, W. Woodrow Land Development Corp. ("Developer") and executes the following agreement, consent and waiver in accordance with, and pursuant to, the provisions of the Protective Covenants and Restrictions Running with the Land and Reservations of Easements for Hickory Pointe Subdivision dated Dec. 1<sup>st</sup>, 1999 ("Covenants and Restrictions").

WHEREAS, Craftsman Homes, Inc. ("Builder") has executed a contract for the purchase of lots in the Hickory Pointe Subdivision; and

WHEREAS, the Developer and the Builder desire to memorialize certain agreements, approvals, consents and waivers pursuant to and in accordance with the Covenants and Restrictions;

NOW THEREFORE, the parties do agree as follows:

1. Pursuant to Article 3 of the Covenants and Restrictions, the Developer does hereby preapprove for construction all those improvement styles and plans as previously constructed by Builder in the Buckingham Park Subdivision, Dallas, Georgia. Construction of any such improvements or plans in Hickory Pointe Subdivision shall not require further approval of Developer or the Architectural Review Committee.
2. Pursuant to Article 5 of the Covenants and Restrictions, the Developer does hereby waive the Assessment for any unimproved Lot owned by Builder. The Assessment shall be come due and payable monthly, in a prorated amount, at such time as a Certificate of Occupancy is issued for any improved Lot. At such time as the Assessment becomes due and payable, Developer shall be responsible for one-half of the monthly prorated amount, and Builder shall be responsible for one-half of the monthly prorated amount, until home is sold by builder. At which time the home owner will assume responsibility for full amount of assessments.

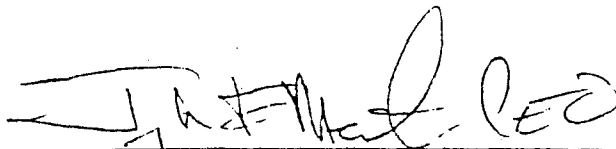
*{The page immediately following is the signature page.}*

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TARRANT COUNTY  
SUPERIOR  
DEC -3 PM 3:50  
COURT

*JKL*  
*AKM*

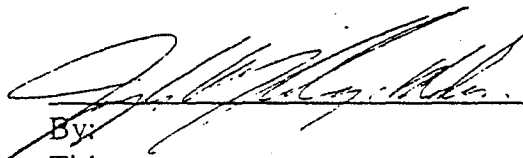
Agreed and executed this 1<sup>st</sup> day of December, 1999.

W. WOODROW LAND  
DEVELOPMENT CORP.



Joseph F. Martin, CEO

CRAFTSMAN HOMES, INC.



By:

Title:

RECORDED DEC 06 1999 KENNETH SKINNER, CLERK

BOOK 1186 PAGE 132

Hickory Pointe Homeowners Association, Inc.  
Amendment to Covenants

COMES NOW THE DECLARANT, W. Woodrow Land Development Corporation, and amends the Declaration of Covenants, Restrictions Running with the Land and Reservations of Easements for Hickory Pointe Homeowners Association pursuant to and under the guidelines of ARTICLE IIX, Section 8.01 of the Hickory Pointe Homeowners Association Covenants as follows:

AMENDMENT I

ARTICLE III, 3.04 Submission of Information shall be amended by striking said section in its entirety and inserting in lieu thereof, the following:

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

W. Woodrow Land Development Corp.  
24255 Berg Road  
Southfield, Michigan 48034

FILED  
GA. CARROLL COUNTY

DO MAY 11 AM 11:53

*Handwritten signature*

CLERK SUPERIOR COURT  
CARROLL COUNTY, GA.

AMENDMENT II

ARTICLE IV, 5.04, Assessment Limited shall be amended by striking said section in its entirety and inserting, in lieu thereof, the following:

The initial Assessment from and after date of Lots transferred from the Developer shall be Three hundred and no/100 dollars (\$300.00), payable annually on or before April 1 of each year. Such Assessment amount may be increased by the Developer at any time until such time as the Developer has transferred more than fifty percent (50%) of the Lots to other owners. After the Developer has transferred more than fifty (50%) of the Lots, the Assessment amount may be increased by a vote of sixty percent (60%) of the owners of the Lots within the Subdivision provided that any increase in the monthly payment shall not exceed ten percent (10%) of the amount of the monthly Assessment assessed at the end of the previous calendar year, unless an increase in excess of ten percent (10%) is approved by a vote of eighty percent (80%) of the Lot owners. The Assessments provided for herein shall be held separately by the Developer until turned over to the Association pursuant to paragraph 6.01 and shall only be used for the aforesaid purposes. Notwithstanding anything to the contrary herein, the foregoing limitation shall not apply to the expenses assessed pursuant to paragraphs 5.02(B) of (C).

All other conditions, covenants, restrictions and easements in the Declaration of Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, The Declarant has caused this Declaration to be duly executed and sealed this 9<sup>th</sup> day of May, 2000.

Signed, sealed and delivered

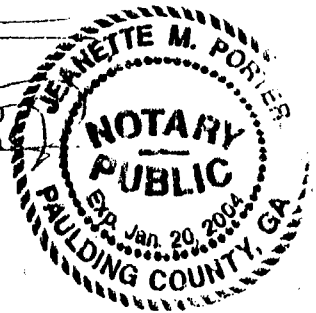
W. WOODROW LAND DEVELOPMENT,  
CORPORATION

In the presence of:

*Handwritten signature*  
Witness

By: *Handwritten signature*  
Joseph Martin

*Handwritten signature*  
Notary Public





## Rules and Regulations of Hickory Pointe Homeowners' Association

Approved April 24, 2010

1. Underbrush, Refuse Pile, Etc: All property pertaining to each lot must be kept neat and orderly. Shrubbery must be trimmed to avoid excess height; dead shrubs, broken tree limbs, and any rubbish must be removed promptly. Grass, front and back, may not exceed 6 inches in height. If the owner/renter does not comply with these restrictions, the Association, after having reasonably requested removal by the owner/renter, may enter upon the property to cut the grass, trim shrubs or clean up the lot. The owner/renter shall be responsible for the cost. A lien may also be placed upon the property by the Association.
2. Recreational Vehicles or Trailers: Any recreational vehicles, trailers, or pleasure boats of any size may only be kept in an enclosed garage or parked or stored on that portion of the back lot of the front of the building line and to the rear of the residence. No such vehicle or trailer shall be parked or stored on the lawn.
3. Parking: The use of any garage, driveway or parking on the street which may be in front or adjacent to any lot as a parking place, be it temporary or overnight, for commercial vehicles 26,001 GVWR is prohibited. This would apply to any vehicle that requires above a Class C license. The term "commercial vehicles" shall include all dump trucks, school buses, delivery trucks, landscape trucks, tractor trailers; cab or cab with trailer, which bear signs or have printed on the side of the same reference to any commercial undertaking or enterprise. Only vehicles used as private passenger transportation or company vehicles which bear a logo of said company driven to/from work may be parked in Hickory Pointe. No vehicle shall be parked temporarily, or driven upon any landscaped yard or lot.
4. Fees for Board Members: Beginning this year, 2010, it is proposed that the active members of the board that hold the following positions: President, Vice President, Treasurer, and Secretary, receive a waiver of annual dues for time served. This will be offered at the onset of the 4th year of holding the same position for full term during the 3 previous years. This does not apply to the Architectural or Welcoming Committee.
5. Siding, Mailboxes, and Fences: Homes shall be pressure washed as needed. All fences are to be maintained and repairs must be made to maintain structural integrity and appearance. Mold on mailboxes shall be wiped off/cleaned. Mold is also not allowed to remain on houses.

(Changes to covenants )