

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HIGH POINT ESTATES HOMEOWNERS' ASSOCIATION**

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# TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I DEFINITIONS</b> .....	2
1.01 Additional Property .....	2
1.02 Association .....	2
1.03 Board .....	2
1.04 Builder .....	2
1.05 Bylaws .....	2
1.06 Common Property .....	3
1.07 Declarant .....	3
1.08 Development .....	3
1.09 Lot .....	3
1.10 Member .....	3
1.11 Owner .....	3
1.12 Protective Covenants .....	3
<b>ARTICLE II COMMON PROPERTY</b> .....	3
2.01 Conveyance of Common Property .....	3
2.02 Right of Enjoyment .....	3
2.03 Types of Common Property .....	3
<b>ARTICLE III THE HOMEOWNERS ASSOCIATION</b> .....	4
3.01 Purposes, Powers and Duties of the Association .....	4
3.02 Membership in The Association .....	4
3.03 Voting Rights .....	4
3.04 Board of Directors and Officers .....	4
3.05 Suspension of Membership .....	5
3.06 Voting Procedures .....	5
3.07 Control by Declarant and Appointment of the Board .....	5
3.08 Implied Rights .....	5
<b>ARTICLE IV ASSESSMENTS AND MAINTENANCE CHARGES</b> .....	6
4.01 Covenant for Assessments and Creation of Lien and Personal Obligations .....	6
4.02 Purpose of Assessments .....	7
4.03 Accumulation of Funds Permitted .....	7
4.04 Annual Assessment or Maintenance Charge and Computation of Assessment .....	7
4.05 Special Assessments .....	8
4.06 Effect of Nonpayment of Assessments .....	8
4.07 Certificate of Payment .....	8
<b>ARTICLE V GENERAL PROTECTIVE COVENANTS</b> .....	9
5.01 Application .....	9
5.02 Maintenance .....	9
5.03 Protective Covenant of Use .....	9
5.04 Resubdivision of Property .....	9
5.05 Erosion Control .....	9
5.06 Trees .....	9
5.07 Temporary Buildings .....	9
5.08 Signs .....	9
5.09 Setbacks .....	9
5.10 Antennae .....	10
5.11 Clotheslines, Garbage Cans, Etc. .....	10
5.12 Automobiles, Recreational Vehicles and Trailers .....	10
5.13 Recreational Equipment .....	10
5.14 Non-Discrimination .....	10
5.15 Animals .....	10

5.16 Solid Waste .....	11
5.17 Nuisances .....	11
5.18 Fences .....	11
5.19 Paint Colors .....	11
5.20 Front porches .....	11
5.21 Architectural controls .....	11
<b>ARTICLE VI EASEMENTS, ZONING AND OTHER RESTRICTIONS .....</b>	<b>12</b>
6.01 Easements .....	12
6.02 Easement Area .....	12
6.03 Entry .....	12
6.04 Zoning, Governmental Laws and Private Restrictions .....	13
<b>ARTICLE VII ENFORCEMENT .....</b>	<b>13</b>
7.01 Right of Enforcement .....	13
7.02 Right of Abatement .....	13
7.03 Specific Performance .....	13
7.04 Collection of Assessments and Enforcement of Lien .....	14
7.05 No Waiver .....	14
<b>ARTICLE VIII DURATION AND AMENDMENT .....</b>	<b>15</b>
8.01 Duration and Perpetuities .....	15
8.02 Amendment .....	15
<b>ARTICLE IX ANNEXATION .....</b>	<b>16</b>
9.01 Submission of Additional Property .....	16
9.02 Conditions of Annexation .....	16
<b>ARTICLE X MISCELLANEOUS .....</b>	<b>17</b>
10.01 Other Changes .....	17
10.02 Rights of First Mortgagees .....	17
10.03 Professional Management .....	17
10.04 Notice of Leases, Tenants and Guests .....	17
10.05 No Reverter .....	18
10.06 Severability .....	18
10.07 Headings .....	18
10.08 Gender .....	18
10.09 FHA/VA Approval .....	18
10.10 Notices .....	18
10.11 No Liability .....	18

Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

After recording, please return to:

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**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH POINT ESTATES**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH POINT ESTATES (the "Declaration") is made on the date hereinafter set forth by HIGH POINT ESTATES, LLC, a Georgia limited liability corporation ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real Property located in Land Lot 73, 14<sup>th</sup> District of Fulton County, Georgia, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Declarant's Property"); and

WHEREAS, the Property described in Exhibit "A" is to be developed into a residential development to be known as High Point Estates; and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined) in High Point Estates; and

NOW, THEREFORE, the Declarant hereby declares that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the described Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

**ARTICLE I**

**DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

1.01 **Additional Property.** "Additional Property" means the additional property which may be added to the Property and made subject to this Declaration pursuant to Article II hereof.

1.02 **Association.** "Association" means High Point Estates Homeowners Association, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.03 **Board.** "Board" means the Board of Directors of the Association.

1.04 **Builder.** "Builder" means any builder that Declarant may now or hereafter enter into a contract with for the construction of one or more homes on Lots within the Development.

1.05 **Bylaws.** "Bylaws" means the Bylaws of the Association.

1.06 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or, in certain instances, over which the Association has been granted permanent easements for the common use and enjoyment of the Owners.

1.07 Declarant. "Declarant" means High Point Estates, LLC, a Georgia limited liability corporation.

1.08 Development. "Development" means the residential subdivision being developed on the Property and to be known as High Point Estates.

1.09 Lot. "Lot" means any numbered parcel of land intended for use as a single-family residential building lot as shown upon plats or surveys of the Property made from time to time and which shall be recorded in the Plat Book records of Fulton County, Georgia.

1.10 Member. "Member" means any member of the Association.

1.11 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.12 Protective Covenants. "Protective Covenants" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

ARTICLE II.

COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey or grant to the Association, or cause the conveyance or grant to the Association, at no expense to the Association and in accordance with this Section 2.01, real and personal property or easements (such real and personal property and any such easements are hereinafter collectively referred to as "Common Property") for the common use and enjoyment of the Owners and, to the extent set forth in this Declaration, the general public.

(b) It is contemplated that the Common Property will include a private roadway, a recreational greenspace area and the area between High Point Avenue and the city sidewalk. In addition, if required by any governmental authority, the Development will be served by a common storm water drainage and retention pond. Declarant shall convey the property where the retention pond will be located in fee simple to the Association as Common Property. The Association shall be responsible for the maintenance and repair of the area, including the retention pond.

(c) The Association hereby covenants and agrees to accept all such conveyances of Common Property.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Protective Covenants and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners.

2.03 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used,

and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes.

### ARTICLE III

#### THE HOMEOWNERS ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the primary purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code, (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in The Association. Every Owner shall automatically be a Member of the Association and such membership shall terminate only as provided in this Declaration.

3.03 Voting Rights. Subject to the following provisions of this Section 3.03, the Association shall have two classes for voting membership: Class A and Class B.

(a) Class A. Every person who is an Owner, with the exception of the Declarant and except as otherwise expressly set forth herein, shall be a Class A Member and shall be entitled to one vote for each Lot owned. When more than one person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A Members shall automatically terminate upon the Member's sale of his Lot. However, no termination of Class A membership shall affect such Member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarant shall be the sole Class B Member. Class B Membership shall be a full voting membership and during its existence the Class B Member shall be entitled to vote on all matters and in all events. The Class B Member shall be entitled to three (3) votes for each Lot owned by it and for each Lot conveyed to a Builder but which has not been conveyed to an individual Owner or Owners for residential occupancy. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (a) the date as of which seventy-five (75%) of the Lots which may be developed on the Property shall have been conveyed, by either the Declarant or by a Builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, or to an individual Owner or Owners for residential occupancy, or (b) the surrender by the Declarant of the authority to appoint and remove members of the Board by an express amendment to this Declaration executed and recorded by the Declarant. If at the time of termination of the Class B membership, Declarant still owns any Lots, then as to each Lot owned by Declarant, Declarant shall be deemed to be a Class A member.

3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by the Board. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the Bylaws of the Association as the same may be amended from time to time. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code, this Declaration, the Bylaws or the Association's Articles of Incorporation (the "Articles"), the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the Bylaws. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles or in the Bylaws, officers of the Association shall be appointed by the Board until such time as Declarant no longer has the right to appoint members to the Board.

(c) Casting of Votes. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the Bylaws, as amended from time to time, or by law.

3.05 Suspension of Membership.

(a) The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who: (i) shall have failed to take the reasonable steps to remedy a violation or breach of the Protective Covenants within thirty (30) days after having received notice of the same pursuant to this Declaration; or (ii) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or (iii) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property.

(b) In no event shall any suspension of the right of enjoyment of the Common Property deny any Owner or occupant of a Lot access to the Lot owned or occupied.

3.06 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles, and the Bylaws, as each shall from time to time be in force and effect.

3.07 Control by Declarant and Appointment of the Board. Until such time as Declarant no longer has the right to appoint members to the Board, the Board shall consist of three (3) members. Notwithstanding any other language or provision to the contrary contained herein, in the Articles, or in the Bylaws of the Association, the Declarant hereby retains the right to appoint all members to the Board. The right of Declarant to appoint members to the Board also includes the right to remove and replace its appointees until such time as Declarant's right to appoint members to the Board ceases. Declarant shall retain the right to appoint and remove members of the Board until such time as the first of the following events shall occur: (i) the date upon which seventy-five (75%) of the Lots which may be developed on the Property shall have been conveyed, by either Declarant or by a Builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (ii) the surrender by Declarant of the authority to appoint and replace members of the Board by an express amendment to this Declaration executed and recorded by Declarant. Declarant may assign its rights to appoint, remove and replace a director or directors to a Builder, and vice versa. Upon the expiration of Declarant's right to appoint, remove and replace members of the Board pursuant to the provisions of this Section 3.07, such right shall automatically pass to the Owners, including Declarant and a Builder if Declarant or a Builder then owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace members of the Board, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in its possession. Each Owner by acceptance of a deed to or other conveyances of a Lot vests in Declarant such authority to appoint and replace members of the Board and officers of the Association as provided in this Section 3.07.

3.08 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IV.

ASSESSMENTS AND MAINTENANCE CHARGES

4.01 Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, including the Declarant and any Builder for any Lot(s) owned, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; (iii) an initial capital contribution on the first sale of a Lot to an Owner who is not a Builder, in an amount not to exceed to one-quarter (1/4) of the annual assessment applicable to that year; and (iv) specific special assessments levied by the Board hereunder against any particular Lot, including, but not limited to, reasonable fines which may be imposed hereunder and Association expenses incurred by the conduct of an Owner or his or her guests, family or agents.

All such assessments, together with charges, interest, costs, reasonable attorney's fees actually incurred, and costs of collection shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Property, the Association's failure to provide services or perform its obligations required hereunder; or inconvenience or discomfort arising from the Association's performance of its duties.

The lien provided for herein shall be superior to all other liens and encumbrances on the Lot, except for: (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a first priority mortgage on the Lot or on any duly recorded mortgage to Declarant on the Lot. All persons or entities acquiring liens or encumbrances on any Lot after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

The Declarant and any Builder, to the extent that Declarant or any Builder is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

- (a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;
- (b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;
- (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments, late charges and any interest thereon as provided in Section 4.06 hereof and costs of collection, including reasonable attorneys' fees;
- (d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or







on, the Lot in question. The Association may charge a fee not to exceed \$25.00 for a certificate of payment hereunder.

## ARTICLE V.

### GENERAL PROTECTIVE COVENANTS

**5.01 Application.** All Lots within the Property shall be subject to the Protective Covenants contained in this Article V, including any amendments hereto. The Association, acting through the Board, shall have standing and the power to enforce such Protective Covenants contained in this Declaration. Notwithstanding anything to the contrary herein, none of the provisions of this Article V shall apply to Declarant with respect to any Lots or portions of the Property owned by Declarant, and none of the provisions of this Article V shall operate to preclude Declarant from developing, constructing, marketing and selling Lots and homes in the Property.

**5.02 Maintenance.** All maintenance of the Lots and all Structures shall be the sole responsibility of the Owner thereof, who shall maintain said property in a manner consistent with the community-wide standard of the Development and this Declaration. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians or street traffic. If the Board determines that any Owner has failed to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 7.02 hereof.

**5.03 Protective Covenant of Use.** Lots may be used for family residences only and for no other purpose.

**5.04 Resubdivision of Property.** No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Board.

**5.05 Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Board of the plans and specifications for the prevention and control of such erosion or siltation. The Board may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for herein.

**5.06 Trees.** No living tree greater than twelve (6) inches in diameter at breast height above ground shall be removed, pruned or trimmed without prior written approval of the Board. Any tree of the aforementioned size removed shall be replaced within forty-five (45) days by a new tree of the same species unless the Board gives written approval otherwise.

**5.07 Temporary Buildings.** Temporary buildings shall be permissible if the design and location of the structure are approved by the Board. No such building shall be permissible if located in the front of or along the side of, the main dwelling structure. All such structures shall be subject to current Zoning and Building Code requirements and provisions of the City of Atlanta.

**5.08 Signs.** No signs whatsoever (including but not limited to commercial and similar signs) shall be installed or maintained on any Lot, or on any portion of a structure visible from the exterior thereof, except:

- (a) such signs as may be required by legal proceedings; and
- (b) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet.

5.09 Setbacks. Each dwelling which is erected on a Lot shall be situated on such Lot in accordance with the building and setback lines shown on the recorded plat, and in no event shall any dwelling be erected upon any Lot in a manner which violates such building and setback lines. For purposes of this requirement, all porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines if the same are approved by the Board.

5.10 Antennas and Satellite Dishes. No transmission antenna, of any kind, may be erected anywhere on the Property without written approval of the Board of Directors. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot and so that they are not visible from the street. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a home or structure or otherwise; provided, however, that the Declarant and the Association shall have the right to erect, construct and maintain such devices on Common Property.

5.10 Clotheslines, Garbage Cans, Etc. No clotheslines within view from the street shall be permitted. All equipment, garbage cans, and woodpiles shall be screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

5.11 Automobiles, Recreational Vehicles and Trailers. No vehicle that is inoperative shall remain parked on the street or lot except within the boundaries of a concrete driveway. If there is no garage, inoperative vehicles must be removed from the Lot and street for repair outside of the Development. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, habitable motor vehicle of any kind, boat or boat trailer, trailers of any kind, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. The provisions of this Section shall not apply to Declarant or to any Builder in the process of constructing an approved structure on any Lot.

5.12 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot, except with written approval of Declarant or the Board.

5.14 Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

5.13 Animals. No animals may be raised, bred or kept on any Lot except dogs, cats or other usual common household pets in reasonable numbers and not for commercial purposes. No animal shall be allowed to become a nuisance. Those pets which are permitted to roam free or that endanger the health or safety of persons may at the Board's discretion be removed.

5.6 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction and as permitted by law, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any structure, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up.

5.17 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

5.18 Fences. No Owner or person authorized to act for an Owner shall remove, paint, or alter in any way the fence installed by the Declarant along the Fryor Road front boundary line of the Property, other than to repair, maintain or replace the fence with the same fence material or to repaint the fence with paint that matches the original finish of the fence. No Owner or person authorized to act for an Owner shall be permitted to install a fence in front of the homes constructed on the Lots. Fences may be installed on the rear of the Lots, but shall be placed no more than two (2) feet in front of the rear wall of the home, and may extend to the back of the Lots along the side-boundary lot lines. Fences shall be no higher than six (6) feet and must be constructed of unpainted natural wood and may not be painted, primed, stained or discolored in any way.

5.19 Paint Colors. Homes constructed on the Lots shall be painted in tasteful colors consistent with the community-wide standard of the Development (e.g., no home shall be painted a neon or excessively bright color). The foundation, shutters, and trim on a home shall be painted in a manner that coordinates with the paint color of the rest of the home. All color selection must be approved by the Board or its Committee designated to review color selection prior to paint application.

5.20 Front Porches. No Owner or person authorized to act for an Owner shall enclose the front porches of the homes constructed on the Lots with screen, glass or other material. No shrubs or other foliage planted within four (4) feet of the front of the homes constructed on the Lots shall be permitted to grow to a height above the railing of the front porch.

5.21 Architectural Controls. The Declarant, as long as it owns any Lot or has the right to submit any Additional Property, and thereafter the Board, may appoint an Architectural Review Committee to exercise all or any of its authority to review and approve exterior modifications on Lots or homes hereunder. Except as provided herein, and except for Declarant or as approved by Declarant, no Owner may make any change, alteration, grading, landscaping or construction on a Lot, or to the exterior of a dwelling on a Lot, without first obtaining the written approval of the Board or its appointed Committee. The standard for approval of such improvements shall include, but not be limited to, aesthetic consideration, materials to be used, harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography.

ARTICLE VI.

EASEMENTS, ZONING AND OTHER RESTRICTIONS

6.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the performance of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature;

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along and at entrances to the Development, and the right to landscape such areas, plant, replant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been expressly assigned in writing by the Declarant to the Association.

(c) In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the Property to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.

(d) The easements created in this Article VI are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VI may not be amended without the written consent of the Declarant, its successors and assigns.

6.02 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

6.03 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article VI. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in

good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 6.01 hereof.

The Declarant and the Association also shall have an easement across each Lot to enforce the terms of this Declaration and/or to perform or exercise any rights or obligations set forth herein.

**6.04 Zoning, Governmental Laws and Private Restrictions.** None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

## ARTICLE VII.

### ENFORCEMENT

**7.01 Right of Enforcement.** This Declaration and the Protective Covenants contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association, and (iii) each Owner, his legal representatives, heirs, successors and assigns.

**7.02 Right of Abatement.**

(a) Except where different notice provisions are expressly provided herein, in the event of a violation or breach of any Protective Covenant contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable and diligent steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement (as hereinafter defined). If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of his obligations under this Declaration and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Declaration means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or structure to abate, remove, or repair such violation which may exist thereon without being deemed to have committed a trespass by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section. The cost thereof, including the costs of collection and reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or 10%, shall be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 7.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) liens for ad valorem taxes, (ii) such liens for taxes or other public charges as are by applicable law made superior, (iii) the liens created by Section 4.01 hereof, and (iv) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all structures which may from time to time be placed or located thereon), and (2) to finance the construction, repair or alteration of structures.

**7.03 Specific Performance.** Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Protective Covenants by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will

accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

**7.04 Collection of Assessments and Enforcement of Lien.**

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees.

(b) As an additional remedy, but in no way as a limitation on the other remedies set forth herein, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House in Fulton County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Fulton County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and its successors and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or its successors and assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association, or its successors and assigns, shall be effective to bar all equity of redemption of such Owner, or the successors-in-interest of such Owner, in and to said Lot or Lots, and the Association or its successors and assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charges due, together with all costs and expenses of sale and fifteen percent (15%) of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) **WAIVER.** EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

**7.05 No Waiver.** The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Protective Covenants herein contained shall in no event be considered a waiver of the right to do so thereafter as to any violation or breach occurring prior or subsequent thereto.



ARTICLE VII.

DURATION AND AMENDMENT

8.01 Duration and Perpetuities.

(a) The provisions of these Protective Covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years the period during which covenants restricting lands to certain uses may run, any provision of these Protective Covenants which may be so limited (but which shall not include any easements created by this Declaration or otherwise) affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Protective Covenants are filed for record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five percent (75%) of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Protective Covenants may be extended and renewed as provided in this Section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

8.02 Amendment. So long as Declarant owns at least one (1) Lot held primarily for sale, these Protective Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict herewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Protective Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Protective Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Protective Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

These Protective Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners, provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the Owner of any real property subject to these Protective Covenants. No amendment to the provisions of these Protective Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the office of the Clerk of the Superior Court of Fulton County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Protective Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Protective Covenants may be amended as provided in this Section 8.02

In addition to the above, as long as Declarant owns any Lot or has the right to submit any further portion of the Additional Property, Declarant shall have the right to amend this Declaration unilaterally, without approval of the Owners, as long as such amendment does not materially and adversely

affect the substantive rights of any Owner, nor affect the title of any Owner, without such affected Owner's approval.

## ARTICLE IX

### ANNEXATION

9.01 Submission of Additional Property. Declarant shall have the option and right from time to time, without the necessity of consent by the Association, the Board or the Owners, but subject to Section 9.02 hereof, to submit all or portions of the Additional Property to this Declaration and thereby to cause the Additional Property, or such portions thereof, to become part of the Property. This option may be exercised by the Declarant in accordance with the conditions and limitations set out in Section 9.02 hereof, which are the only conditions and limitations on such right.

9.02 Conditions of Annexation. Any annexation as permitted in Section 9.01 hereof shall be in accordance with the following terms and conditions:

(a) The option to submit portions of the Additional Property may be exercised at any time and from time to time until ten (10) years from the date this Declaration is recorded.

(b) The legal description of the Additional Property is set forth in Exhibit "C". Portions of the Additional Property may be added at different times, and there are no limitations fixing the boundaries of those portions or regulating the order in which any such portions may become part of the Property.

(c) All Lots created on portions of the Additional Property which are added to the Property shall be subject to all covenants, restrictions, rights and obligations set forth in the Declaration.

(d) The option reserved by Section 9.01 hereof may be exercised by the Declarant alone (without the consent of the Association or any Owner) by the execution by the Declarant of an amendment to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, together with a plat of that portion of the Additional Property which is to become part of the Property by reason of such amendment. Such plat shall indicate the boundaries of that portion of the Additional Property which is to become part of the Property, the boundaries of all Lots to be located therein, and an identifying number for each such Lot. Any such amendment shall expressly submit that portion of the Additional Property which is to become part of the Property from time to time, and upon the exercise, if any, of such option, the provisions of this Declaration shall be understood and construed as embracing all of the Property and such portions of the Additional Property as have become part of the Property by annexation.

(e) From and after the date of annexation of any portion of the Additional Property, each Lot so added to the Property and the Owners thereof, shall have the same vote, shall share the same obligations and responsibilities, and shall have the same rights and privileges accorded every other Lot previously comprising part of the Property. Upon annexation of each portion of the Property, as herein provided, the Association shall be deemed to have assumed, automatically, and without the necessity of consent by the Association, the Board or any individual Owners, the covenants to maintain the Common Property and the other obligations imposed by this Declaration, as amended from time to time, with respect to that portion of the Additional Property which is then the subject of annexation.

(f) It is understood that if the Development is approved for funding of individual Lot loans by the Federal Housing Administration and/or the Veterans Administration, any variance from the plan of annexation initially approved by them may jeopardize future funding unless such variance is approved prior to implementation.

(g) Each Owner, by acceptance of a deed to a Lot in the Property, and the Association, shall be deemed to have approved annexation in the manner provided in this Article IX.

## ARTICLE X.

### MISCELLANEOUS

10.01 Other Changes. Notwithstanding any other provisions herein which may be construed to the contrary, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Development have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by the Association (the granting of easements for public utilities or for other public or quasi-public purposes consistent with the intended use of such common area or property by the Association shall not be deemed a transfer within the meaning of this clause);

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

(c) fail to maintain fire and extended coverage on insurable Common Property, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value of such property (based on current replacement cost); or

(d) use hazard insurance proceeds for losses to any Common Property for other than the repair, replacement or reconstruction of such property.

### 10.02 Rights of First Mortgagees.

(a) First mortgagees of Lots in the Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Association's Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Despite any other provision of this Declaration which may be interpreted otherwise, it is expressly intended that no Owner or any other party have priority over any rights of the first mortgagees of a Lot pursuant to its mortgage or security deed in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Property.

(b) In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Lot, upon request, shall (i) be entitled to written notice from the Association of any default hereunder of an Owner which is not cured within sixty (60) days; (ii) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (iii) be furnished copies of annual financial reports made to the Owners; and (iv) be entitled to inspect the financial books and records of the Association during reasonable business hours.

10.03 Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Declarant, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

10.04 Notice of Leases; Tenants and Guests. All tenants, lessees, guests and visitors are subject to the covenants contained in this Declaration, and they must abide by the rules and regulations set forth herein and as promulgated by the Association. It is the responsibility of the Owner to inform his tenants, lessees, guests and visitors of this requirement. It is also the responsibility of the Owner to inform the Association of any lease of his dwelling, whether by

written or oral agreement, and where the Owner will not be occupying his dwelling, to provide the Association with a forwarding address where he may be contacted.

10.05 No Reverter. No restriction herein is intended to be, nor shall be construed as, a condition subsequent or as creating a possibility of reverter.

10.06 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

10.07 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

10.08 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

10.09 VA/HUD Approval. As long as there exists Class B membership, and so long as the project is approved by HUD for insuring any mortgage in the Property or the VA for guaranteeing any mortgage in the Property, the following actions shall require the prior approval of the VA and/or HUD, as applicable: annexation of additional property to the Property, except for annexation by Declarant in accordance with Article IX hereof pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; dedication of Common Property to any public entity; mergers and consolidations; dissolution of the Association; mortgaging of Common Property; and material amendment of the Declaration, the Bylaws, or the Articles of Incorporation of the Association.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

10.10 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the Association, the Owner, or any other person, shall be made in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Declarant: High Point Estates, LLC  
Attn: Thomas J. Hills  
Bank of America Community Development Corporation  
600 Peachtree Street, N.E., Third Floor  
Atlanta, Georgia 30308

(b) Owners: Each Owner's address as registered with the Association in accordance with the Bylaws.

Any written communication transmitted in accordance with this Section 9.09 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

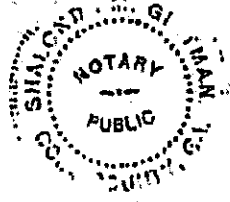
10.11 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant and the officers, directors, shareholders, partners or representatives of Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant and the officers, directors, shareholders, partners or representatives of Declarant shall have no such liability.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed this 2 day of April, 2001.

Signed, sealed and delivered in the presence of  
[Signature]  
Unofficial Witness

Notary Public

Commission Data:  
[Signature]  
Notary Public, Cobb County, Georgia  
My Commission Expires Feb. 28 2005  
(NOTARIAL SEAL)



"DECLARANT"

HIGH POINT ESTATES, LLC, a Georgia limited liability corporation

Bank of America Community Development Corporation, managing member

By: [Signature]

Name: Thomas J. Hills

Title: Assistant Vice President

(CORPORATE SEAL)

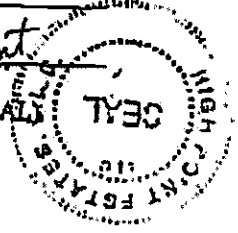


EXHIBIT MAP

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 73 of the 14th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point marked by an iron pin set at the intersection of the southeasterly right-of-way line of Manford Road westerly right-of-way of 40 feet in width) with the westerly right-of-way line of South Pryor Road (South Pryor Road having a right-of-way of 50 feet in width); running thence S 02° 30' 00" E and along said westerly right-of-way line of South Pryor Road a distance of 1131.50 feet to an iron pin set; running thence S 88° 14' 12" W a distance of 450.0 feet to an iron pin set; running thence S 02° 30' 00" E a distance of 425.00 feet to an iron pin set on the northerly right-of-way line of Joyland Place; running thence S 88° 39' 37" W and along said northerly right-of-way line of Joyland Place a distance of 739.51 feet to an iron pin set; running thence N 25° 00' 00" W a distance of 56.0 feet to an iron pin set; running thence N 15° 08' 00" E a distance of 130.50 feet to an iron pin set; running thence N 60° 56' 00" E a distance of 102.0 feet to an iron pin set; running thence N 28° 23' 00" E a distance of 124.70 feet to an iron pin set; running thence N 04° 46' 00" E a distance of 168.60 feet to an iron pin set; running thence N 34° 31' 00" W a distance of 248.70 feet to an iron pin set; running thence N 50° 13' 00" W a distance of 124.88 feet to a point located on the easterly right-of-way line of Interstate 75; running thence N 44° 03' 00" E a distance of 36.27 feet to a point located on the easterly right-of-way line of Interstate 75; running thence N 36° 14' 56" W and along said easterly right-of-way line of Interstate 75 a distance of 152.22 feet to a point; running thence N 11° 17' 27" W and along said easterly right-of-way line of Interstate 75 a distance of 388.29 feet to a point; running thence N 67° 33' 28" W and along said easterly right-of-way line of Interstate 75 a distance of 6.00 feet to a point; running thence northeasterly along said easterly right-of-way line of Interstate 75 and following the curvature thereof an arc distance of 336.73 feet (which arc is subtended by a chord of N 25° 02' 43" E a distance of 336.62 feet) to an iron pin found on the southwesterly right-of-way line of Manford Road; running thence S 75° 21' 14" E and along said southwesterly right-of-way line of Manford Road a distance of 150.93 feet to a point; running thence southeasterly, easterly and northeasterly along the southwesterly, southerly and southeasterly right-of-way line of Manford Road and following the curvature thereof an arc distance of 900.70 feet (which arc is subtended by a chord of S 89° 54' 40" E a distance of 891.03 feet) to the POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY is more particularly shown and delineated on that certain As Built Survey of High Point Estates prepared by Perimeter Surveying Co., Inc., bearing the seal of James A. Evans, Jr., G.R.L.S. No. 2167, dated February 17, 1983, revised February 25, 1983, revised March 28, 1986, last revised June 23, 1986, which is incorporated herein by reference as a part of this description.

ALSO TOGETHER WITH EASEMENT being 2-1/2 feet wide on each side of pipe centerline crossing property of Highpoint Realty Company conveyed to Highpoint Properties, a Georgia Joint Venture composed of David D. Anderson, Michael L. Kirkpatrick and Daniel R. Vaughan, dated February 28, 1983, filed for record March 15, 1983, recorded at Deed Book 8408, page 107, Fulton County, Georgia Records, for the purpose of operating, using and maintaining pipelines for transportation of water and natural gas.

LAND DESCRIPTION:

HIGH POINT ESTATES

Deed Book 39188 Pg 429  
Filed and Recorded Jan-12-2005 10:42am  
2005-0017022  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

After recording, return to:  
Michael S. Rodgers, Esq.  
SEYFARTH SHAW LLP  
1545 Peachtree Street, N.E., Suite 700  
Atlanta, Georgia 30309

Cross-Reference:  
Declaration of Protective Covenants,  
Conditions and Restrictions for  
High Point Estates  
at Deed Book 30162, Page 525 et. seq.  
Fulton County, Georgia land records

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(Above Space for Recorder's Use)

**FIRST AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGH POINT ESTATES**

THIS AMENDMENT is made as of the 12<sup>th</sup> day of September, 2004, by JLW Development, LLC, a Georgia limited liability company ("Declarant") and by the Association with the written consent of at least 75% of the Owners.

**WITNESSETH:**

WHEREAS, that certain Declaration of Protective Covenants, Conditions and Restrictions for High Point Estates (as may be amended from time to time, the "Declaration") was recorded on April 2, 2001, at Deed Book 30162, Page 525 et. seq. in the Office of the Clerk of the Superior Court of Fulton County, Georgia; and

WHEREAS, the undersigned President and Secretary of the High Point Estates Homeowners' Association ("Association") by and on behalf of the Association, do hereby represent and certify that at least 75% of the total number of Owners (as said term is defined in the Declaration) have approved the following; and

WHEREAS, Declarant and the Association now desire to amend the Declaration in order to modify various provisions as set forth below; and

WHEREAS, Section 8.02 of the Declaration authorizes the Declarant and the Association to amend the Declaration pursuant to the terms set forth in said Section 8.02;

NOW, THEREFORE, the Declarant and the Association, pursuant to and in accordance with the terms and provisions of the Declaration, hereby amend the Declaration as follows:

1. The Declaration is amended by deleting Section 5.07 in its entirety and substituting the following therefor:

**"5.07. Temporary Buildings. No temporary building shall be erected on any Lot for any period of time whatsoever without the prior written consent of the Board. The Board shall not approve any temporary building that is made of plastic or otherwise inconsistent with the aesthetic appearances (including color schemes), original construction materials, or original architectural intent of the Development. Any approved temporary building must be located in the rear of the Lot so that no portion of the temporary building extends more than two feet (2') in front of the rear building line of the dwelling unit (see attached Addendum for example of appropriate location). Any temporary buildings constructed pursuant to this provision shall be subject to Section 5.02 herein."**

2. The Declaration is amended by adding the following sentence at the end of Section 5.11:

**"All vehicles on a Lot shall be parked on and within the Lot's designated driveway. No vehicle shall be parked on any non-paved surface of a Lot except for temporary parking in connection with the repair or servicing of a dwelling unit, the moving of furniture, or the maintenance of the Lot; provided, however, no such temporary parking shall be permitted for more than six (6) hours or overnight."**

3. The Declaration is amended by deleting Section 5.15 in its entirety and substituting the following therefor:

**"5.15. Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Development, except that for each dwelling unit there shall be permitted up to a maximum of three (3) pets, the composition of which may include dogs, cats, birds, or other pets as determined from time to time by the Board. With the sole exception of cats, all animals shall remain on a leash (not to exceed six (6) feet in length) at all times when such animal is off the Lot of its Owner. Pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or the Owner of any portion of the Development shall be removed upon the Board's request. If the Owner fails to honor such request, the Board may cause the pet to be removed. For purposes of the preceding sentence, consistent and repetitive incidents of dog barking or bird squawking, for example, that can be heard from a neighboring Lot may be deemed by the Board to be objectionable noise. Each Owner is responsible for maintaining their Lot in a sanitary condition. All manure shall be removed from all parts of a Lot on a regular basis, and in any case before such manure gives rise to a unsanitary or malodorous situation.**

The Board may adopt reasonable regulations designed to minimize damage and disturbance to other Owners, including rules requiring damage deposits, waste removal, leash controls, noise controls, and fair share use of the Common Property; provided, however, any regulation prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet which was being kept in the Development in compliance with the covenants and rules in effect prior to the adoption of such regulation. The Board



also may adopt rules which prohibit pets from certain Common Property locations. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose."

4. The Declaration is amended by deleting Section 5.17 in its entirety and substituting the following therefor:

"5.17. Nuisances. No Owner shall engage in any activity which materially disturbs or destroys the vegetation, wildlife, or air quality within the Development or which results in unreasonable levels of sound or light pollution. No Owner shall cause unreasonably loud noises or music to be emitted from their Lot or vehicle; from time to time, the Board may establish additional rules and guidelines regarding appropriate noise levels. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Owners and invitees of other Lots. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Development which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Property or to the Owners and invitees of other Lots. From time to time, the Board may adopt rules which further describe and demonstrate specific activities and conduct which may constitute a violation of this subsection."

5. The Declaration is amended by deleting Section 5.18 in its entirety and substituting the following therefor:

"5.18 Fences. No Owner or person authorized to act for an Owner shall remove, paint, or alter in any way the fence installed by the Declarant along the front boundary line of the Property, other than to repair, maintain or replace the fence with the same fence material or to repaint the fence with paint that matches the original finish of the fence. No Owner or person authorized to act for an Owner shall be permitted to install a fence in front of the homes constructed on the Lots. All fences otherwise permitted (i) shall be no higher than six feet (6'), (ii) must be constructed of unpainted natural wood (except as provided below), (iii) may not painted, primed, stained, or discolored in any way (except as provided below), and (iv) shall be installed on the rear of the Lots no more than two feet (2') in front of the rear wall of the home and may extend to the back of the Lots along the side boundary lines (see attached Addendum for example of appropriate location). Any fence not meeting the requirements of the preceding sentence must receive prior written approval from the Board or Architectural Review Committee, if any. Notwithstanding anything to the contrary in this Section, fences may be stained provided that the Board has previously approved the stain color. In its sole discretion, the Board may (but shall not be obligated to) select any number of preapproved stain types and colors ("Preapproved Stain(s)")."







[SIGNATURE PAGE OF FIRST AMENDMENT TO DECLARATION]


IN WITNESS WHEREOF, the undersigned Declarant hereby consents to the above First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for High Point Estates.

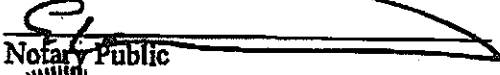
DECLARANT:

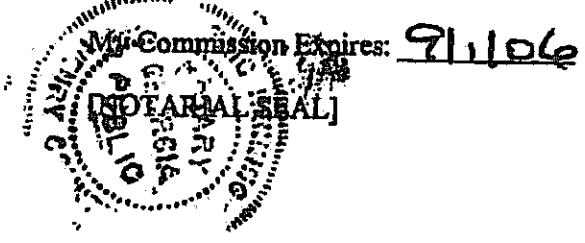
Signed, sealed and delivered  
this 5<sup>th</sup> day of January  
2005, in the presence of:

JLW DEVELOPMENT, LLC, a Georgia limited liability company

  
Witness

By:  (SEAL)  
Name: Robb Jones  
Title: member

  
Notary Public



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[CONTINUED SIGNATURE PAGE FOR FIRST AMENDMENT]

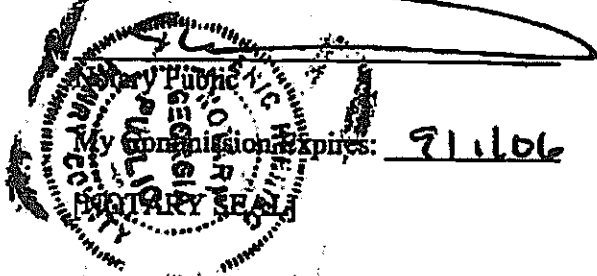
IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that at least seventy-five percent (75%) of the eligible Owners have approved this First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for High Point Estates, which approval has been recorded in the official records of the Association.

Signed, sealed and delivered this 7<sup>th</sup> day of January, 2005, in the presence of:

HIGH POINT ESTATES HOMEOWNERS' ASSOCIATION

[Signature]  
Witness:

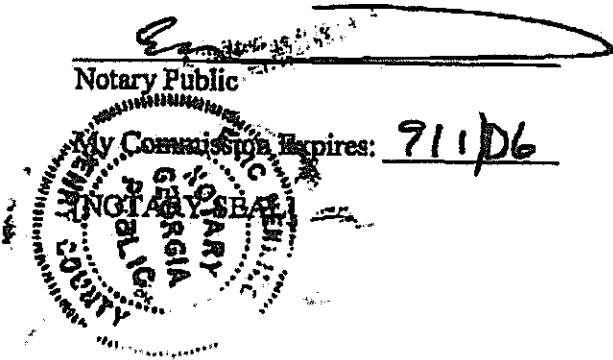
By: [Signature] (SEAL)  
Name:  
Title: President



Signed, sealed and delivered this 7<sup>th</sup> day of January, 2005, in the presence of:

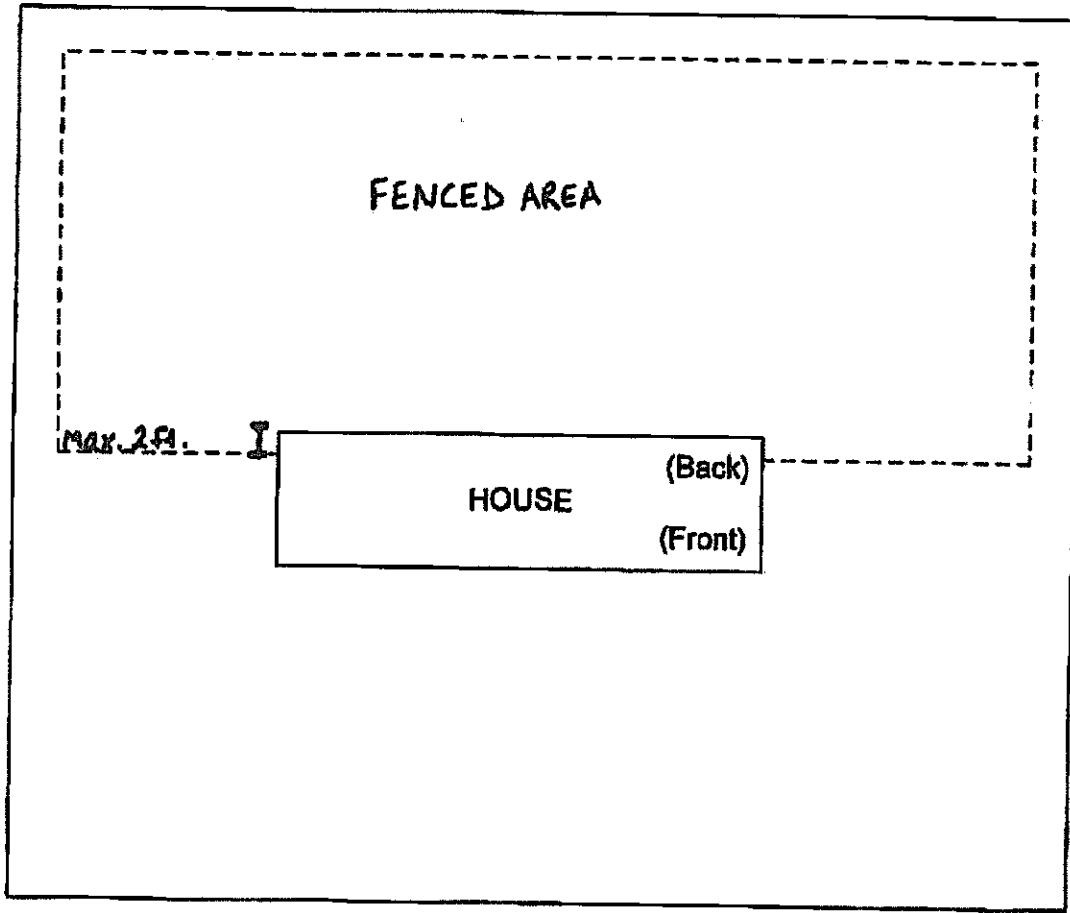
[Signature]  
Witness:

By: [Signature] (SEAL)  
Name:  
Title: Secretary



ADDENDUM TO SECTION 5.18

(THIS DOCUMENT IS NOT TO BE USED AS A SUBSTITUTE FOR THE ORIGINAL RECORD)



STREET

Deed Book 41483 Pg 535  
Filed and Recorded Dec-07-2005 09:14am  
2005-0428482  
Real Estate Transfer Tax \$8.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

After recording, return to:  
Michael S. Rodgers, Esq.  
Seyfarth Shaw LLP  
1545 Peachtree Street, Suite 700  
Atlanta, GA 30309

Please cross-reference to:  
Plat recorded at Plat Book 227, Page 108;  
Plat recorded at Plat Book 253, Page 64, et seq.;  
Plat recorded at Plat Book 273, Page 4;  
Declaration at Deed Book 30162, Page 525, et seq.;  
First Amendment to Declaration at Deed Book 35907, Page 255, et seq; and  
Amendment to Declaration at Deed Book 39188, Page 429, et seq.

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**DECLARATION OF EASEMENT**

THIS DECLARATION OF EASEMENT ("Easement") is made and entered into as of the 6<sup>th</sup> day of September, 2005, by JLW Development, L.L.C., a Georgia limited liability company ("JLW"), James E. Tolliver and Lotonya C. Tolliver (together, "Tolliver"), and Rudolph P. Corbett (aka Rudy P. Corbett) ("Corbett") (JLW, Tolliver, and Corbett may hereinafter be collectively referred to as "Grantor"). Additionally, the High Point Estates Homeowners' Association, Inc. ("Association") acknowledges, agrees, and accepts the terms of this Easement by its signature set forth below.

**Background**

As of the date of this Easement, JLW is the "Declarant" under that certain Declaration of Protective Covenants, Conditions and Restrictions for High Point Estates recorded at Deed Book 30162, Page 525, as amended by that certain First Amendment to Declaration recorded at Deed Book 35907, Page 255, and that certain Amendment to Declaration recorded at Deed Book 39188, Page 429, in the land records of Fulton County, Georgia (as amended, the "Declaration"). As of the date hereof, (i) JLW is the owner in fee simple of Lots 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87 (collectively, the "JLW Property"); (ii) Tolliver is the owner in fee simple of Lot 89 ("Tolliver Property"); and (iii) Corbett is the owner in fee simple of Lot 88 ("Corbett Property") all as depicted on that certain "Final Plat for Highpoint Estates" prepared by Grant Shepherd & Associates, Inc. ("Surveyor"), dated February 4, 2004, and recorded at Plat Book 253, Page 64, et seq., as revised by that certain "Final Re-Plat for Highpoint Estates -- Lots 86, 87, 88, & 89" prepared by Surveyor, dated March 31, 2005, and recorded at Plat Book 273, Page 4, aforesaid Records (together, the "Plat"). Collectively, the JLW Property, Tolliver Property, and Corbett Property may hereinafter be referred to as the "Burdened Property". The Burdened Property is a portion of the land commonly known as High Point Estates, being that same land encumbered by the Declaration, all as more fully depicted on the Plat, as well as that prior subdivision plat recorded at Plat Book 227, Page 108. Collectively, the land encumbered



by the Declaration, inclusive of the Burdened Property, shall be known as the "Benefited Property".

There is a certain twenty foot (20') private drive ("Access Road") running through the Burdened Property as more fully depicted on the Plat and shown on the attached Exhibit "A". It is the intent of Grantor that the Access Road be deemed Common Property through the grant of this Easement. That portion of the Burdened Property lying to the south and east of the Access Road (the "Floodplain"), as further shown on the attached Exhibit "B", shall also be deemed Common Property through the grant of this Easement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees to legally bind the Burdened Property as follows:

1. INCORPORATION. The foregoing recitals are incorporated herein by this reference. All attached Exhibits are incorporated herein by this reference.

2. DEFINITIONS

a. Access Road Easement shall refer to a permanent nonexclusive right, privilege and easement in, to, upon, and over the Access Road located on the Burdened Property for vehicular and pedestrian access and use. The Access Road Easement area is more particularly depicted via hashmarks on the Plat attached as Exhibit "A".

b. Floodplain Easement shall refer to a permanent nonexclusive right, privilege and easement in, over and across the Floodplain area located on the Burdened Property for pedestrian access, recreational and scenic view purposes only. In no event (i) shall motorized vehicles be allowed nor (ii) shall any new or additional structures be erected within the Floodplain Easement area without the express written consent of the Association and the Declarant (if applicable). The Floodplain Easement area is more particularly depicted via hashmarks on the Plat attached as Exhibit "B".

c. All other capitalized terms not defined herein shall be given that meaning ascribed to them in the Declaration.

3. CREATION OF EASEMENTS. The following easements shall encumber and run with title to each respective Lot within the Burdened Property, as applicable, and shall be binding upon all persons having any right, title, or any interest in such Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns:

(a) Subject to the terms and conditions provided by this Agreement, Grantor hereby grants to the Benefited Property and the Association the following easements: Access Road Easement and Floodplain Easement. Said easements shall be deemed "Common Property" pursuant to Article II of the Declaration.

- (b) Subject to the terms and conditions provided by this Agreement, Grantor hereby reserves for the Burdened Property the following easements: Access Road Easement and Floodplain Easement.

4. MAINTENANCE

Pursuant to Section 2.01(b) of the Declaration, the Association shall maintain the Access Road Easement area and the Floodplain Easement area in good condition and repair, including any paving associated with the Access Road Easement and any mowing associated with the Floodplain Easement.

5. INDEMNIFICATION / INSURANCE.

The Association shall inform the Owners (as that term is defined in the Declaration) that they expressly assume all risks of loss, damage, theft, or personal injury when using the Access Road and Floodplain areas, and that Grantor and the future Owners of the Burdened Property (except for their own negligence or willful misconduct) expressly disclaim any responsibility or liability whatsoever for such losses, damages, thefts, or injuries to any party whomsoever. The Association agrees to defend, indemnify and hold Grantor and the future Owners of the Burdened Property harmless from any and all losses, costs, liabilities or expenses incurred by said parties in connection with the use Access Road and Floodplain areas by the Association and Owners, including, without limitation, any and all costs and expenses to repair any damage to the Access Road and Floodplain areas which is caused by or results exclusively from the use of the Access Road and Floodplain areas by the Association or Owners or any act resulting therefrom. Furthermore, the Association agrees to maintain commercially reasonable and adequate insurance policies as reasonably prudent to protect the Association from liability associated with the risks described above and to fully honor and fulfill the terms of the above-described indemnification. The above-described indemnification by the Association expressly shall exclude costs, liabilities, and expenses resulting from the negligence or willful misconduct of the Declarant or the Owners of the Burdened Property.

6. MISCELLANEOUS

a. The easements, covenants, restrictions, benefits and obligations created by this Easement shall encumber and run with title to each respective Lot in the Burdened Property, as applicable, and shall be binding upon all persons having any right, title, or any interest in the Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. If any of the provisions of this Easement shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

b. Except as may be limited by a specific Easement provision, the easements, covenants, restrictions, benefits and obligations of this Easement shall be perpetual to the extent permitted by applicable law.

c. The headings and captions of this Easement are inserted only as a matter of convenience and for reference and do not define, limit, expand, or describe the scope or intent of this Easement or any of its terms and provisions.

d. This Easement shall not be modified or amended in any respect except by a written instrument executed and recorded by all of the then-current Owner(s) of the Burdened Property.

e. All mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Burdened Property (or any portion thereof) shall be subordinate and inferior to the encumbrance created by this Easement.

f. To the fullest extent possible, all Easement provisions shall be construed and applied in a manner which would make such provision valid and enforceable by law. If any provision of this Easement, or the application of any provision to any person or circumstances, shall be held invalid, inoperative or unenforceable, in whole or in part, then the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. Accordingly, the provisions of this Easement are declared to be severable.

g. This Agreement shall be construed in accordance with the internal laws of the State of Georgia without regard to the rules and principles governing conflicts of laws.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and sealed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of

*[Signature]*  
\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

JLW DEVELOPMENT, L.L.C.

By: *[Signature]*  
Name: Robb Jones  
Title: Marketing / Sales 

[SEAL]

[AFFIX NOTARIAL SEAL]



**CONSENT AND AGREEMENT**

The Association hereby accepts its obligations and responsibilities as set forth in this Easement, and accepts the Access Road Easement and Floodplain Easement as Common Property under the terms of the Declaration.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

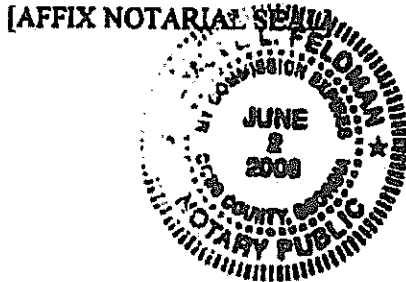
[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

**HIGH POINT ESTATES  
HOMEOWNERS' ASSOCIATION,  
INC.**, a Georgia non-profit corporation



By: [Signature]  
Name: Timothy Smith  
Title: President of H.O.A.

[CORPORATE SEAL]



LIST OF EXHIBITS

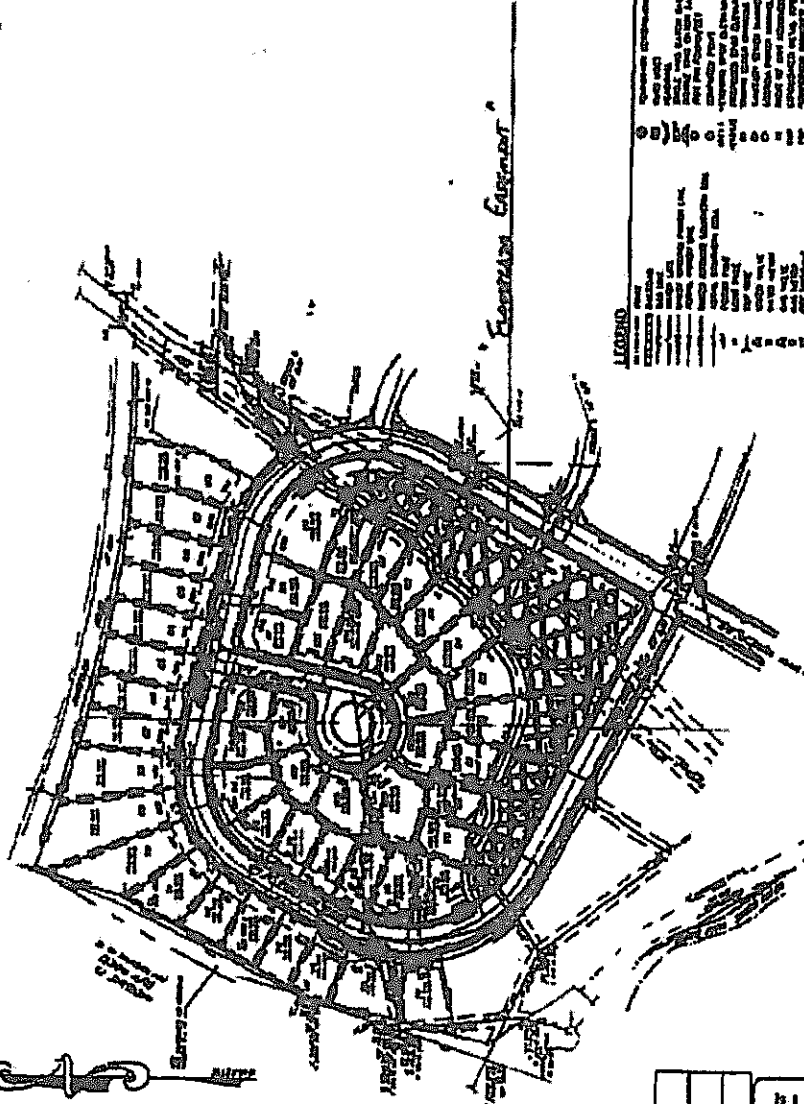
EXHIBIT "A" -- Access Road Easement

EXHIBIT "B" -- Floodplain Easement



Deed Book 41483 Pg 543  
 Juanita Hicks  
 Clerk of Superior Court  
 Fulton County, Georgia

EXHIBIT "B"



1. THIS PLAT IS THE RESULT OF THE REVISION OF THE PLAT OF THE CITY OF ATLANTA, GEORGIA, AS APPEARED IN DEED BOOK 41483, PAGE 543, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.

2. THIS PLAT IS THE RESULT OF THE REVISION OF THE PLAT OF THE CITY OF ATLANTA, GEORGIA, AS APPEARED IN DEED BOOK 41483, PAGE 543, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.

3. THIS PLAT IS THE RESULT OF THE REVISION OF THE PLAT OF THE CITY OF ATLANTA, GEORGIA, AS APPEARED IN DEED BOOK 41483, PAGE 543, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Atlanta, Georgia, this 11th day of July, 1911.

THE CITY OF ATLANTA, GEORGIA, BY THE CLERK OF SUPERIOR COURT, FULTON COUNTY, GEORGIA.

APPROVED AND FORWARDED:	CITY OF ATLANTA, GEORGIA
CLERK OF SUPERIOR COURT, FULTON COUNTY, GEORGIA	

NO.	DESCRIPTION	ACRES

THIS PLAT IS THE RESULT OF THE REVISION OF THE PLAT OF THE CITY OF ATLANTA, GEORGIA, AS APPEARED IN DEED BOOK 41483, PAGE 543, AND IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS THEREON.

- LEGEND**
- 1/2" = 100' (Scale)
  - 1/4" = 50' (Scale)
  - 1/8" = 25' (Scale)
  - 1/16" = 12.5' (Scale)
  - 1/32" = 6.25' (Scale)
  - 1/64" = 3.125' (Scale)
  - 1/128" = 1.5625' (Scale)
  - 1/256" = 0.78125' (Scale)
  - 1/512" = 0.390625' (Scale)
  - 1/1024" = 0.1953125' (Scale)
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  - 1/20769187434139310514121985316880384" = 0.00000000000000000000000000000000962964972193505897096380209



After Recording Return To  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: Andrew B. Grattan, Esq.

Cross Reference:  
Deed Book 30162, Page 525

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR HIGH POINT ESTATES**

This Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for High Point Estates (hereafter referred to as the "Amendment") is made by High Point Estates Homeowners Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as the "Association") on the date set below.

WITNESSETH:

WHEREAS, High Point Estates, LLC, a Georgia limited liability company (hereafter referred to as "Declarant"), recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for High Point Estates, on April 2, 2001, in Deed Book 30162, Page 525 *et seq.* of the Fulton County, Georgia deed records, as amended (hereafter referred to as the "Declaration");

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code and the By-Laws of High Point Estates Homeowners Association, Inc. (hereafter referred to as the "By-Laws") to be the association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article VIII, Section 8.02 of the Declaration, the Declaration may be amended by an agreement signed by at least seventy-five percent (75%) of the Owners; and

WHEREAS, seventy-five percent (75%) of the Owners have hereby agreed by written consent to amend the Declaration as hereinafter provided; and

WHEREAS, any amendment shall not be effective unless also signed by the Declarant, if the Declarant is the Owner of any real property subject to the Declaration; and

WHEREAS, the Declarant no longer owns any real property subject to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

**Article IV of the Declaration is amended by adding Section 4.08, which provides the following:**

4.08 Capital Contribution Assessment (Initiation Fee). Upon the conveyance of ownership of a Lot by an Owner, including resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by the new Owner. The amount of the initiation fee shall not exceed an amount equal to twice the amount of the annual assessment levied against the Lot for the year in which the conveyance occurs. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot.

Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot (1) to an Owner's spouse, (2) to an Owner's family member, provided the Owner continues to reside in the Lot as the Owner's primary residence, (3) to a corporation, partnership, company, or legal entity in which the Owner is a principal, or (4) to any heir, devisee or beneficiary of a deceased Owner. Furthermore, no initiation fee shall be due from an Owner who sells the Owner's Lot and purchases a separate Lot as the Owner's primary residence, and no initiation fee shall be due from any person or entity who takes title through foreclosure upon the lien of any first priority mortgage covering the Lot or the lien of any secondary purchase money mortgage covering the Lot.

3.

Except as herein modified, the Declaration shall remain in full force and effect. Any action to challenge the validity of an amendment adopted under the Declaration must be brought within one (1) year of the amendment's effective, recording date. No action to challenge any such amendment may be brought after such time.

4.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that this Amendment was properly approved by seventy-five percent (75%) of the Owners, and any notices required by the Declaration, the Bylaws and Georgia law were properly given.

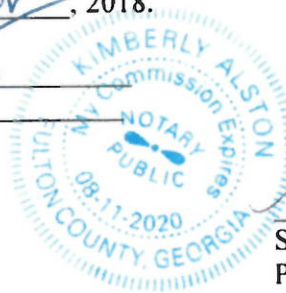
Dated this 7<sup>th</sup> day of Nov, 2018.


HIGH POINT ESTATES  
HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Signature of President  
Print Name: Melodie Tegera

Sworn to and subscribed before me  
this 7<sup>th</sup> day of Nov, 2018.

Witness:   
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
Signature of Secretary  
Print Name: Tanysha Nunnally

Sworn to and subscribed before me  
this 7<sup>th</sup> day of Nov, 2018.

Witness:   
\_\_\_\_\_  
Notary Public

