

ARTICLE ONE
DEFINITIONS

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

- (a) "ACC" shall mean the Architectural Control Committee, the members of which shall be selected by the developer.
- (b) "Property" shall mean the tract of land located and described in Exhibit "A" attached hereto and incorporated herein.
- (c) "Developer" shall mean LTSTG, LLC, as it is now or hereafter constituted, together with any successor in interest.
- (d) "Dwelling Unit" shall mean and refer to any Property within the Property on which construction of a structure designed for use as a single-family dwelling has been completed.
- (e) "Lot" shall mean and refer to any undeveloped plot of land subject to this Declaration and shown as a numbered parcel on any plat of survey of the Property recorded in the Office of the Clerk of the Superior Court of Butts County, Georgia, as the same may be revised, modified or amended from time to time. It is the intent of this Declaration that subdivided Property within the Property shall, until such time as the construction of the improvements are completed thereon, be considered as a Lot, but once improvements are constructed thereon and a certificate of occupancy therefore has been issued, it shall lose its character as a Lot and become a Dwelling Unit.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot or Dwelling Unit, including Developer, but excluding those persons having such interest merely as security for the performance of an obligation.
- (g) "Person" shall mean and refer to an individual, corporation, partnership, Association, trust or any other legal entity.
- (h) "Subdivision" shall mean River Point Subdivision cumulative of all phases and sections thereof as shown on plats of subdivision of the Property placed of record from time to time.

ARTICLE TWO
ARCHITECTURAL CONTROL RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Architectural Control Committee ("ACC")

- (a) The ACC, as a committee appointed by the Developer, shall have responsibility for approval of the matters described in this Article.
- (b) As to any portion of the Property or any Lot contained therein, no house, garage,

carport, play house, fence, wall, swimming pool or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced until complete final plans, drawings and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plan thereof, and showing front, side and rear elevations and grade, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement in whole or in part. The ACC shall be entitled to retain possession of such plans, drawings and specification if it so chooses.

- (c) If the ACC fails to approve or disapprove such plans, drawings and specifications within 30 days after receipt of written notice that such plans, drawings and specification have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications. The ACC's approval or disapproval as required hereby shall be in writing.
- (d) Refusal or approval of plans, drawings, specifications, materials or location may be based upon any grounds, including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.
- (e) Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be constructed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither Developer nor any member of the ACC shall be liable in damages or any other respect to anyone submitting plans and specifications for approval under this Article, or to any Owner, or any other person with an interest in the Lot or Dwelling Unit, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval of, disapproval or failure to approve or disapprove any such plans or specifications.
- (f) The ACC may at any time, and from time to time, delegate or assign, in whole or in part, the rights and authorities granted by this Section.
- (g) The ACC is initially composed of _____, _____, _____, _____ and _____.

Section 2. Enforcement Rights and Remedies

Any construction made or performed on the Property without application having first been made and approval obtained, or that is inconsistent with any approved plans, drawings or specifications, may be required to be restored to its former condition by and at the expense of the Owner of the Property on which such construction or planting was made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the ACC or its

authorized agents or employees may, after fourteen (14) days' notice to said Owner, enter upon the Lot or Dwelling Unit and perform such restoration that the ACC, in the exercise of its sole discretion, may deem necessary or advisable. Such Owner shall be personally liable to the Developer for all direct and indirect costs as may be incurred by the ACC in the performance of such restoration and the liability for such costs shall be enforceable by the Developer by any appropriate proceeding in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Developer by any appropriate proceeding in the law or in equity.

Section 3. Restrictions on Use

- (a) The Lots and Dwelling Units to be developed upon the Property shall be used solely for single-family residential purposes. No structures shall be erected, altered, or permitted to remain on any Lot other than one single residential building for a single-family residence, in additions to such garages, servant's quarters, recreational facilities (if approved by the ACC in its sole discretion), and like structures erected for the pleasure and convenience of the occupants of said single residence. No structure shall exceed three (3) stories in height above its front ground line. No building constructed elsewhere shall be moved to, placed or maintained on any Lot. No Dwelling Unit constructed shall be in any manner occupied until it shall have been substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.
- (b) The heated and cooled floor area of any single story Dwelling Unit shall not be less than 2,400 square feet and any bi-level or multi-story Dwelling Unit not less than 3,000 square feet, exclusive of porches, patios, attics, basements, and garages, with a minimum of 1,800 square feet on the main level.
- (c) Exterior siding must consist of either one or more of the following: brick, stucco, stone architectural rock, wood and/or architectural wood (i.e., board and batten, wood shingle siding). No block or Masonite will be allowed. Vinyl siding is allowed as long as it does not make up more than thirty percent of the exterior, excluding the rooftop. Metal Roofs are acceptable. All exterior siding and metal roofing must be approved by the ACC. The ACC has sole authority to deviate from this standard on a case by case basis.
- (d) No building or structure shall be erected nearer to the street line than 100 feet. All structures, including but not limited to the Dwelling Unit, and including those constructed on corner lots, shall face in the direction of the street or other line as shown on plans approved by the ACC. Any and all restrictions in the subsection 3(d) are subject to revisions by and with the written consent of the ACC, where by reason of the contour on any particular Lot the building cost would be materially affected by strict compliance with such building line requirements or where by reason of such contours the appearance of the development would be adversely affected, or for any reason satisfactory to the ACC.
- (e) No fence or wall shall be erected on any Lot before the rear line of the Dwelling Unit

and no such fence shall exceed six (6) feet in height, except with the written consent of the Property owner or owners immediately adjacent to the Lot on which such fence is to be erected. Any chain-link fence that is erected around the back yard must be black or green vinyl.

- (f) No building on any Lot shall be erected nearer to the side lines of such Lot than fifty (50) feet or nearer to the rear line as such Lot than fifty (50) feet, except any building other than the single-family residence may be erected as near as, but no closer than, thirty (30) feet to said rear line of such Lot.
- (g) No trees over 12 inches in diameter at the stump may be cut unless said tree is dead or dying. Any area cleared for grass must be sodded, no seeding is allowed. All houses must have a landscape plan to be approved at the time the house plans are approved by the ACC.
- (h) No trade or commercial activity (noxious or offensive or otherwise) shall be conducted or permitted upon any Lot or Dwelling Unit, nor shall anything be conducted or permitted upon any Lot or Dwelling Unit, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance or discomfort to the neighborhood or to any owner of another Lot or Dwelling Unit or which is in violation of the rules and regulations of the Butts County Planning and Zoning Commission or its successors. Without limiting the generality of the foregoing, the operation of kindergartens, boarding houses, tourist homes, nursing homes, fraternity houses, tea rooms, antique shops, florist shops, beauty shops, and the business of fortune tellers, clairvoyants or the like are expressly prohibited in the Subdivision and as to each and every Lot or Dwelling Unit therein.
- (i) No sign of any kind or character shall be displayed to the public view of any Lot or Dwelling Unit, except one professional sign of not more than five (5) square feet in area for advertising the Property for sale or rent, or signs with similar size limitations for temporary use by a builder to advertise the Property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot or Dwelling Unit.
- (j) No trailer, camper unit, tent, shack, garage, barn or other outbuilding erected on any Lot or Dwelling Unit shall at any time be used as residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence, except that quarters for servants of the occupant of the main dwelling may separately or in conjunction with a garage be so used.
- (k) All driveways must be either asphalt or concrete. There shall be no triple surface driveways. Adequate paved off-street parking and vehicle turn-around area shall be provided by the owner of any Lot or Dwelling Unit for the parking of automobiles or other vehicles by such owner, and no owner shall park his automobile or other vehicles on the adjacent roads and streets as a matter of course. All storage areas or other structures with openings facing a street shall have doors which shall remain closed when not in use for ingress and egress, and if not facing a street, the interior thereof shall be maintained in a neat, clean and sightly fashion when its doors are not

closed. No garage shall face the street upon which the Dwelling Unit faces. The entrance of all garages shall not open to the front of the house. No shops shall be maintained in any garage and no overhaul maintenance work other than emergency work shall be permitted therein.

- (l) Other pursuit of hobbies or other activities, specifically including, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any portion of any Lot or Dwelling Unit.
- (m) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling Unit and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Any structure for the care, housing or confinement of any such domestic animals shall be maintained so as to be as minimally visible as possible from the neighboring Property.
- (n) No Lot or Dwelling Unit shall be used or maintained as a dumping ground for rubbish.
- (o) No garbage, or other waste, shall be kept on any Lot or Dwelling Unit, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure out of sight from the street or adjacent Property, except to make the same available for collection or unless otherwise ordered by any governmental division, unit, body or authority, having jurisdiction.
- (p) Areas not left in a natural state and all structures shall be landscaped and maintained in a neat, proper and sightly manner.
- (q) On those Lots or Dwelling Units having a drainage ditch or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining Lot or Dwelling Unit. Such ditch or ditches may, however, be enclosed with culvert pipe of size, capacity and installation approved by the city or county engineer, provided that such enclosure does not change the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other Property owner or owners within the subdivision.
- (r) No "dish" type antenna or other apparatus for receiving television or radio transmissions may be erected or maintained upon any Subdivision lot without the prior written approval of the ACC, which may prescribe conditions of its approval regarding the location of such apparatus and its screening from public view.

Section 4. Zoning Regulations

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

ARTICLE THREE
RESERVATION AND CREATION OF EASEMENTS

In addition to easements created or reserved by Developer elsewhere in this Declaration, the following easements shall and do exist:

Section 1. Access

Developer reserves for itself and for its successors and successors-in-title an easement for access, ingress and egress to and from and over any of the Property as shown on any recorded plats of survey of the Subdivision to install, service, replace, maintain, repair and improve any easements provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or Dwelling Unit across any other Lot or Dwelling Unit as may be necessary for the control, maintenance and repair of any utility, water and sanitary sewer and storm water lines, structures or facilities affecting or crossing any Lot or Dwelling Unit.

Section 2. Utilities and Drainage

Developer reserves for itself and Butts County, or such other municipality or political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve the Subdivision or the Property, the right, title and privilege of a general easement, which shall be perpetual, alienable and assignable, to go in and on the Property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises, in a proper and workmanlike manner, electric, water, gas, telephone, sanitary and storm sewer drainage systems, and other conveniences and utilities (such services hereinafter referred to collectively as "utility systems"), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains and other equipment, apparatus, appliances, and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health safety and appearance. The easement hereby reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved will also include the right to construct drain ways for surface water whenever such action may appear to Developer to be necessary. These reservations however shall not be considered an obligation of Developer to provide or maintain any such utilities or services. The exercise of this easement or the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

Section 3. Ornamental Plantings

Developer reserves for itself and for its successors in title an easement for the purpose of planting ornamental plantings within any public right-of-way adjoining any Subdivision lot and around entrance way sign.

ARTICLE FOUR **AMENDMENTS TO DECLARATION**

Section 1. General

This Declaration may be amended unilaterally at anytime and from time to time by Developer, (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 therewith, (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 this Declaration, (III) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchase of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchase to make or purchase mortgage loans on the lots subject to this Declaration, or (IV) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, that any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

Further, this Declaration may be amended at any time and from time to time by an agreement signed by the owners of at least seventy-five percent (75%) of the Lots; provided, however, such amendments by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real Property then subject to this Declaration.

No amendment to the provisions of this Declaration 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 or Dwelling Unit, unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchase or grantee of any interest in any real Property made subject to this Declaration, by acceptance of a deed or the conveyance thereby agrees that this Declaration may be amended as provided in this paragraph.

ARTICLE FIVE **GENERAL PROVISIONS**

Section 1. Duration

The covenants and restrictions of the Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Developer or the Owner of any Lot and Dwelling Unit subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20)

years from the date this Declaration is recorded. After this twenty (20) year period, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years each, unless prior to the expiration of any ten-year period thereafter a written agreement is recorded in the real estate records of Butts County, Georgia, by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may be described in such agreement, which agreement shall be executed by the owners of seventy-five percent (75%) of the Lots within the subdivision.

Section 2. Notices

Any notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the U. S. Mail, postpaid, addressed to the Owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the declarant or its successors, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Enforcement

Enforcement of this declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien created by this Declaration, and failure by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Interpretation

In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be constructed together and given that interpretation or construction which, in the opinion of Developer, will best effect the general plan of development and maintenance for the Subdivision. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5. Severability

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

ARTICLE SIX **RIVER POINT SUBDIVISION HOMEOWNERS' ASSOCIATION**

Section 1. Membership

(a) Every person or entity that is the owner of any Lot within the Subdivision shall be a

member of the Association, subject to and bound by this Declaration, and each member shall make timely payment of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Ownership, as herein defined, of the Lot shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or legal entity, all such persons or entities shall be members. The right of membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 herein below. The Developer shall also be a member of the Association.

- (b) During the period in which a member shall be in default in the payment of any Annual or Special Assessment levied by the Association, the Board of Directors may suspend their voting rights until such assessment is paid.
- (c) No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due the Annual Assessment and Special Assessments levied upon each member's real Property as specified in this Declaration.

Section 2. Voting and Voting Rights

The voting and voting rights of membership shall be appurtenant to the ownership of a Lot. When two (2) or more persons shall own an interest in any lot, all such persons shall be members, but only one vote shall be allowed per lot. The vote of such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and costs have been paid.

Section 3. Delinquent Members

Any member who is delinquent in the payment of any charges or assessments duly levied by the Association against a lot owned by such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and costs have been paid.

Section 4. Method of Voting

Voting on all matters, except the election of Directors, shall be by a voice vote or by a show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When the members elect Directors or officers, the solicitation of proxies for such elections may be conducted by mail.

Section 5. Annual and Special Assessments

In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all Lots within the Subdivision. Each owner of a Lot within the Subdivision by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the

Association (I) Annual Assessments; and (II) Special Assessments as needed for the purposes herein stated, which Special Assessments include, but are not limited to, expenses for landscaping the main entrance to the Subdivision, liability insurance, common area utilities, and any other expenses as may be deemed necessary. The Annual and Special Assessments, together with interest thereon, shall constitute a lien upon the Lot against which such assessments is levied and shall run with the land, and shall take priority from the date a Notice of Lien for Delinquent Assessment is filed in the public records of Butts County, Georgia, subject however, to the rights of mortgages hereinafter set forth. Each such assessment, together with interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

Section 6. Purpose of Assessments

The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine, or for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Subdivision entrance way, liability insurance, common area utilities, and any other expenses as may be deemed necessary.

Section 7. Annual Assessments

Beginning the first day of January 2008, the Annual Assessment shall be \$75.00 per Lot, payable upon closing. From and after January 1, 2008, the Annual Assessment for subsequent years may be adjusted by the Association's Board of Directors to an amount which will be sufficient in its judgment to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the Annual Assessment as adjusted by the Board exceed 150% of the amount of the annual Assessment for the immediately preceding calendar year without the assenting vote of a majority of the Lot Owners. Beginning in 2008, the Annual Assessment shall be due and payable no later than January 31st of each year.

Section 8. Special Assessments

In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year a Special Assessment or Assessments, provided any such Assessment shall be approved by no less than a majority of the Lot Owners.

Section 9. Assessment Rule

Subject to the maximum set forth above, Annual Assessments shall be determined by the Board of Directors prior to January 1st of each year.

Section 10. Board of Directors

- (a) The Board of Directors shall consist of five (5) members elected by a majority vote of the Lot Owners. The initial Board of Directors shall consist of _____, _____, _____, _____ and _____, who shall serve until 2/3 of the lots in the subdivision have been sold. The Members and Developer shall then elect from among all Members, a new Board of Directors

consisting of five (5) members, which Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the community Property and to commit and spend such funds as may be necessary, related or incidental thereof, provided that such expenditures have been approved in advance in writing by majority of the Members. Said approval shall not be unreasonably withheld.

- (b) The Board of Directors shall serve for a period of twelve (12) months, or until such date as their successors have been elected by a majority vote of the Members. The remaining Board Members shall fill any vacancy arising on the Board prior to the next annual election. Said Members shall serve without compensation and shall have no personal liability to any of the Members, save and except for acts of willful misappropriation of the Association's funds.

Section 11. Notice of Quorum Pertinent Under Sections 8 and 9

- (a) Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than ten (10) days and not more than sixty (60) days in advance of the meeting.
- (b) At the first meeting called, the presence in person or by proxy of Members entitled to cast sixty-percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.
- (c) Notice requirements for meetings of the Board of Directors shall be as follows: All Directors shall be given either written or oral notice twenty-four (24) hours prior to the time of such meeting, provided however, any Director may waive notice.

Section 12. Effect of Non-Payment of Assessment; Remedies

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association, its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same, and in any event, shall file in the public records a notice of Lien of Delinquent Assessments and may foreclose the lien against the real subsequent Owners with or without actual notice, except for mortgages, as provided in Section 13 of this Article. Interest, costs, and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No Owner may waive, or otherwise escape, liability for the Assessments provided herein by abandonment of this Lot.

Section 13. Subordination of Lien to Mortgagee and Security Deeds

The lien of the Assessments provided herein shall be subject to the lien of any mortgage or security deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any conveyance of title, or any other proceedings in lieu thereof, shall extinguish the lien of such Assessments as to payments

which became due prior to such sale or transfer, but not the personal liability of the prior Owner. No sale or transfer shall relieve such Owner from liability for any Assessment thereafter becoming due, or from the lien thereof.

ARTICLE SEVEN
TITLE TO COMMUNITY PROPERTY

The Developer shall retain legal title to the community Property until such time as the Developer has completed such improvements to the community Property, as the Developer, in its sole discretion, shall determine, and until such time as, in the opinion of the Developer, the Homeowners' Association is able to maintain the same, at which time the title to the community Property shall be conveyed to the Homeowners' Association. The Developer's and the Homeowners' Association's title to the community Property shall be subject to the rights, if any, of Butts County, Georgia.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Easements and Restrictions for the Subdivision to be executed as of the day and year first above written.