

REFERENCE: GENERAL DECLARATIONS OF COVENANTS AND RESTRICTIONS recorded at Deed Book 11233, page 450; FIRST AMENDMENT recorded at Deed Book 13758, page 56; and DECLARATION OF PROTECTIVE COVENANTS recorded at Deed Book 13588, page 169, Fulton County, Georgia Records

RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HOPEWELL PLANTATION SUBDIVISION, PHASES ONE AND TWO

THIS SECOND AMENDMENT to the General Declaration of Covenants and Restrictions for Hopewell Plantation is made this 23 day of March, 1992, by the HOPEWELL PLANTATION HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Georgia nonprofit corporation, as successor to the Declarant under the provisions of the original Declaration by virtue of the First Amendment recorded October 1, 1990, at Deed Book 13758, page 56, Fulton County, Georgia Records;

W I T N E S S E T H:

WHEREAS, Declarant executed and recorded that certain General Declaration of Covenants and Restrictions for Hopewell Plantation Subdivision, Phase One, recorded November 24, 1987, at Deed Book 11191, page 493, and rerecorded on December 18, 1987, at Deed Book 11233, page 450, Fulton County, Georgia Records (hereinafter referred to as the "Declaration for Phase One"); and

WHEREAS, pursuant to said Declaration for Phase One the Association has the right to amend the Declaration;

WHEREAS, the Association having been duly incorporated under the laws of the State of Georgia and directors and officers having been duly elected at a meeting of the Owners of Lots called for that purpose;

WHEREAS, pursuant to Article 2.7 of the By-laws of the Association, the Association has the authority to amend the Declaration for Phase One by a majority vote of the Owners of Lots in the Subdivision;

WHEREAS, the Declarant, under Article XII, Section 4 of the Declaration of Protective Covenants for Hopewell Plantation, Phase Two (hereinafter referred to as the "Declaration for Phase Two"), recorded at Deed Book 13588, page 169, Fulton County, Georgia Records, reserved unto the Association the right and power to amend that declaration by the affirmative vote or written consent of two-thirds of the members of the Association;

NOW THEREFORE, pursuant to the authority vested in it by the Declaration for Phase One and the Declaration for Phase Two, and the By-laws, the Association hereby amends both Declarations, and hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provision of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of and which shall run with the title to the real property hereby or hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The General Declaration of Covenants and Restrictions recorded for Unit One - Hopewell Plantation at Deed Book 11191, page 493, on November 24, 1987, and rerecorded at Deed Book 11233, Page 450, of the Superior Court of Fulton County, Georgia records on December 18, 1987, and the Declaration of Protective Covenants for Hopewell Plantation recorded for Unit Two - Hopewell Plantation at Deed Book 13588, Page 169, of the Superior Court of Fulton County, Georgia records on July 27, 1990, shall be deleted in their entirety, and the following uniform declaration is inserted therefore, to be known at the Restated Declaration of Protective Covenants for Hopewell Plantation Subdivision, Phases One and Two.

Article I Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in "Exhibit A" attached hereto and, by this reference, made a part hereof.

Article II Property Subject To This Declaration

Section 1. Property Hereby Subjected to this Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 964, 965, and 966 of the 2nd District, 2nd Section of Fulton County, Georgia and being more particularly described as all those Lots as shown on that certain Final Plat of Unit One - Hopewell Plantation prepared by Watts & Browning - Engineers and recorded in Plat Book 151, Page 16, of the Superior Court of Fulton County, Georgia records on February 23, 1987.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 978 and 979 of the 2nd District, 2nd Section of Fulton County, Georgia and being more particularly described as all those Lots as shown on that certain Final Plat of Unit Two - Hopewell Plantation prepared by Watts & Browning - Engineers and recorded in Plat Book 161, Page 8, of the Superior Court of Fulton County, Georgia records on January 13, 1989.

Section 2. Other Property. The Association has the right, but not the obligation, to subject other real property to this Declaration as hereinafter provided.

Article III
Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. However, only persons who reside in and have their main residence at Hopewell Plantation have the right to hold office in the Association.

Section 2. Voting. Members shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

Article IV
Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: [a] annual assessments or charges; [b] special assessments, such assessments to be established and collected as hereinafter provided and [c] specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with the terms of this Declaration. All such assessments, together with late charges, interest not to exceed the maximum legal rate, cost, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot; and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed; provided, however, the liability of a grantee for the unpaid assessments of his or her grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include without limitation acceleration, upon ten (10) days' otherwise provided by the Board, the assessment shall be paid in monthly installments.

Section 3. Computation. It shall be the duty of the Board to prepare a budget covering the estimated common expenses of the Association during the common year at least sixty (60) days before the beginning of each Fiscal Year.

The Assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves.

The Board shall cause a copy of the common expense budget and notice of the amount of the assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty

(30) days prior to the beginning of the Fiscal Year. Such budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Owners as provided for special meetings in the By-Laws of the Association, which petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved by two-thirds (2/3) of the total Association vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the Fiscal Year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred as provided for herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for [a] liens for ad valorem taxes or [b] liens for all sums unpaid on a first Mortgage.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided shall attach and, in addition, the lien shall include the late charge, interest on the principal due not to exceed the maximum legal rate and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such sums and to foreclose its lien. By acceptance of a deed or as a party to any other type of a conveyance, each Owner vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including by way of illustration but not limitation abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws of the Association or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken by any order or directive or any municipal or governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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

Section 7. Date of Commencement of Assessments. The assessments provided for herein shall commence on all lots on the first day of the month specified by the Association, after giving all members not less than 30 days notice of such assessments.

Section 8. Specific Assessments. The Board shall, in its discretion, have the power to specifically assess pursuant to this Section as it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Capital expenditures above \$2,000 must be put to a vote by all members of the Association. A Majority of votes cast will be required for approval. Fines levied pursuant to Article IX, Section 1, of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Article V, Sections 1 and 2, of this Declaration shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided for herein:

[a] Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefitted according to the benefit received.

[b] Expenses of the Association which benefit all Lots but which do not provide an equal benefit to all Lots may be assessed equitably among all Lots according to the benefit received.

Article V

Maintenance; Conveyance of Common property to Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include without limitation maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain any entry features for the Community and shall maintain and pay the expenses for any water or electricity provided to all such entry features. The Association may also maintain landscapes located within the Community.

In addition, the Association shall have the right, but not the obligation, to maintain other property now owned or to be owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners.

In the event the Association determines that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair, or replacement at Owner's sole cost and expense; and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the lot and all structures, parking areas, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. In the event the Board of directors of the Association determines that any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement or, in the event of such maintenance, repair or replacement is not capable of completion with a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense; and all cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 3. Party Walls and Party Fences. The Association has no responsibility with regard to disputes over walls or fences party between two or more property owners. Accordingly, the Association is not liable for maintenance of party walls or fences.

Section 4. Conveyance of Common Property to Association. Property Owners may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. However, the Association shall have the right to accept or decline such conveyance, and if the property is accepted it shall become common property to be maintained by the Association for the benefit of all or a part of its members. Owner shall not be required to make improvements whatsoever to the property to be conveyed.

Article VI Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended in the manner provided in Article IX, Section 4, hereof regarding amendment of this Declaration.

Section 2. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the Board. Leasing of a Lot shall not be considered a business or business activity. However, the Board may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws of the Association, does not create a disturbance and does not unduly increase traffic flow or parking congestion. The Board may issue rules regarding permitted business activities.

Section 3. Signs. The only signs allowed within the community are real estate signs. "For Sale" and signs consistent within the Community-Wide Standard may be erected upon a Lot; provided, however, the number of signs shall be limited to one (1) per Lot. No advertising, directional, or vendor signs will be permitted within the Community unless approved by the Board.

Section 4. Vehicles. As used herein, the term "vehicles" shall include without limitation motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited.

No vehicles may be left upon any portion of the Community except in a garage or other area designated by the Board for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period such vehicle shall be considered a nuisance and may be removed from the Community. No towed vehicle, boat, recreation vehicle, motor home, or mobile home shall be temporarily kept or stored in the Community for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the Board; and vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen (18) wheel trucks or the cabs of such trucks or any commercial vehicle shall be parked, kept or stored within the Community; and if so parked, kept or stored shall be considered a nuisance and may be removed from the Community.

Section 5. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall, without limitation, require the tenant to acknowledge a copy of this Declaration, the By-Laws of the Association, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing.

Section 6. Occupants Bound. All provisions of the Declaration, By-Laws of the Association and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot with the exception of dogs, cats or other usual and common household pets in reasonable manner as determined by the Board; provided, however, those pets which are permitted to roam free or in the discretion of the Board endanger health, make objectionable noise or constitute a nuisance or inconvenience to the Owners or occupants or the Owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall be on a leash when off of its Owner's property. No household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No obnoxious or offensive activity shall be carried on within the Community; nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is obnoxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by Law.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically 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 unkempt conditions shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. No exterior construction, addition, erection or alteration shall be made unless and until detailed plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been dated and submitted in writing to and approved by an Architectural Control Committee established by the Board. The Board may divide the Architectural Control Committee into two (2) subcommittees with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. The Board may employ, for the Architectural Control Committee, architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the Committee on all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee in an amount not less than \$25.00. All construction must comply with Fulton County building codes.

In the event the Architectural Control Committee fails to approve or disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required; and this Section will be deemed to have been fully complied with. An Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successor-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations; and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representative shall have, during reasonable hours and after reasonable notice, have the right to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason or such entry. In addition to any other remedies available to the Association in the event of noncompliance with this Section, the Board may record in the appropriate Deed Records a notice of violation naming the violating Owner.

Plans and specifications are not approval for engineering or structural design or quality of material; and by approving such plans and specifications, neither the Architectural Control Committee, the members thereof nor the Association assumes liability or responsibility therefor nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, or agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he or she will not bring any action or suit against the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees or agents of any of them to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgement, negligence, or nonfeasance, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of such Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specification, drawings or matters whatever subsequently or additionally submitted for approval or consent.

The Architectural Control Committee may recommend variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. However, such variances may only be granted when unique circumstances dictate; and no variance shall:

- [a] be effective unless in writing,
- [b] be contrary to the restrictions set forth in the body of this Declaration, or
- [c] stop the Committee from denying a variance in other circumstances.
- [d] become effective until 30 days after notice has been promulgated to the membership.

For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Plans and specifications will not be approved unless at a minimum, the following is shown:

- [a] each residence shall contain a minimum of 4,000 square feet of heated living area excluding basement, garages, porches, patios, balconies or outbuildings
- [b] minimum 85' frontage length
- [c] all front yards shall be sodded and an underground sprinkler system installed for irrigation purposes
- [d] all roof shingles shall be cedar shake or dimensional (simulated shake roof)

Furthermore, and not withstanding anything contained herein to the contrary, the Architectural Control Committee shall have the authority to enter upon the grounds of a lot which is not being neatly maintained after a ten (10) day notice to the Owner of said Lot of said maintenance deficiencies and the failure of the Owner to correct same, and correct said deficiencies according to the same discretion and judgment of the Architectural Control Committee. The Owner shall be personally liable for the cost of correcting any such maintenance deficiencies and the cost of same shall be a permanent charge and lien upon such Lot enforceable by the Association by any appropriate proceedings at law or in equity. All costs referenced within this paragraph incurred on behalf of such Owner shall be reasonable.

Section 11. Antennas. No antennas of any kind shall be placed, allowed or maintained upon any portion of the Community, including any Lot, if such antenna is visible from any street within the Community or from a street providing access to or running along the boundary of the Community. However, in no event shall a satellite dish be erected without the express written approval of the Architectural Control Committee. Each Owner and occupant of a Lot acknowledges that this provision benefits all Owners and occupants of Lots; and each Owner and occupant of a Lot agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 12. Tree Removal. No trees shall be removed without the express written consent of the Board or its designee except for:

- [a] diseased or dead trees;
- [b] trees needing to be removed to promote the growth of other trees or for safety reasons, and
- [c] trees within ten (10) feet to the residence, driveway, walkways and septic field constructed or to be constructed on the Lot.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property; reasonable steps shall be taken to protect such property; and damage shall be repaired by the Person causing the damage at his or her sole expense.

Section 14. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 15. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters, and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 16. Subdivision of Lot. No Lot shall be subdivided.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

Section 18. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications; but in no event will a chain link fence be approved. However, the foregoing prohibition shall not apply to chain link fences installed on behalf of the Association in connection with Community recreational facilities.

Section 19. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community except for temporary lines as required during construction.

Section 20. Air Conditioning Units. Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed.

Section 21. Lighting. Except for seasonal Christmas decorative lights, all exterior lights must be approved by the Architectural Control Committee.

Section 22. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved by the Architectural Control Committee.

Section 23. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the Architectural Control Committee.

Section 24. Above-Ground Swimming Pools. No above-ground swimming pools shall be erected.

Section 25. Standard Mailboxes. All residences in the Community shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Architectural Control Committee.

Article VIII
Easements

Section 1. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article IX, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner; and the entering party shall be responsible for any damage caused. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

Section 2. Easement for Entry Features. There is hereby reserved to the Association an easement for ingress, egress, installation, construction landscaping, and maintenance of entry features and similar street landscaping for the Community over and upon any entry feature or street landscape easement area shown on a plat for the Community recorded in the Deed Records of the County where the property is located. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and street landscapes and the right to grade the land under and around the entry features and street landscapes. No owner shall destroy or otherwise alter any entry features or street landscape installed or approved by the Association.

Section 3. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community determined in the sole discretion of the Association as are necessary to allow for the maintenance required under Article V. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property; reasonable steps shall be taken to protect such property; and damage shall be repaired by the Person causing the damage at his or her sole expense.

Article IX
General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with the By-Laws of the Association, the rules and regulations and the use regulations, as the case may be, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration

and in the deed for his or her Lot, if any. The Board of Directors may impose fines or other sanctions which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws of the Association or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate Deed Records a notice of violation of the Declaration, By-Laws of the Association, rules and regulations, use restrictions or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose occupants are responsible) for violating the foregoing. However, the Board will exercise an effort to resolve the issue in writing before taking corrective action.

Section 2. Cost of Enforcement. If any Owner or occupant of any Lot violates any of the covenants herein contained, the Board shall give the offending party written notice of the specific violation and specify a time certain within which to correct the violation of these covenants. If the violation is not corrected within the time specified, or appropriate arrangements are not made with the Board to correct the violation, then the Board of Directors of the Association is authorized to seek immediate temporary and permanent injunctive relief from the Superior Court of Fulton County to prevent the continued violation of these covenants, and that the full cost of such injunctive relief, including the Association's reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided by law and this Declaration.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association and any Owner and their respective legal representatives, heirs, successors and assigns perpetually to the extent provided by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provision shall be automatically extended for successive periods of twenty (20) years unless such extension is disapproved by the affirmative vote or written consent or any combination thereof of at least two-thirds (2/3) of the total Association vote. A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including without limitation a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this declaration may be extended and renewed as provided in the Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Association:

- [a] if such amendment is necessary to bring any provision hereof into compliance with any applicable government statute, rule, or regulation or judicial determination which shall be in conflict therewith;
- [b] 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;
- [c] 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 Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration or
- [d] if such amendment is necessary to enable any governmental agency or reputable private insurance agency to insure Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination thereof of at least two-thirds (2/3) of the total Association vote. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein.

Section 5. Partition. The common Property shall remain undivided, and no Lot Owner nor any other Person shall begin any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including but not necessarily limited to the Lots located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable; and the use of the masculine pronoun shall include the neuter and feminine when applicable.

Section 7. 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 provision 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.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions 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 Elizabeth II, Queen of England.

Section 10. Indemnification. In accordance with the Georgia Nonprofit Corporation code and to the full extent allowed by Georgia law and in accordance with the full provisions contained therein, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such person is or was serving as a director or officer of the Association against any and all expenses, including attorney's fees imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such person acted in a manner reasonably believed to be in or not imposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

Section 11. Books and Records.

[a] Inspection by Members and Mortgagees. This Declaration, the By-Laws of the Association, copies of the rules and use restrictions, the membership register, the books of account and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his or her duly appointed representative and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member of holder, insurer or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

[b] Rules for Inspection. The Board shall establish reasonable rules with respect to:

[i] notice to be given to the custodian of the records.

[ii] hours and days of the week when such inspection may be made.

[iii] payment of the cost of reproducing copies of documents.

[c] Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 12. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

Section 13. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 14. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the By-Laws of the Association, the Articles of Incorporation of the Corporation, any use restriction or rule and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 15. Variances. Neither the Board of Directors or the Architectural Control Board has the power to grant variances from any of the provisions of this Declaration over and above those expressly called out.

Section 16. Grandfathering. Provisions of this document governing Architectural design, landscape sodding, and lawn sprinkler systems will not be retroactive on completed homes with finished landscaping in existence at the time of recording of this Declaration of Protective Covenants.

Section 17. Cumulative Effect. The provisions of this Declaration, the By-Laws of the Association, and the Articles of Incorporation of the Association shall be cumulative with the provisions of any covenants, conditions, restrictions, or easements applicable to any part of the Community which were recorded in the Deed Records of the County where the Community is located prior to the time that this Declaration was filed of record in such County. In the event of conflict between or among such documents, the most restrictive provision shall control. The foregoing priority shall not prevent enforcement by the Association of provisions of this Declaration, the By-Laws of the Association, or rules which are more or less restrictive than similar provisions of any prior recorded document.

Article X
Mortgage Provisions

The following provisions are for the benefit of the holders of first Mortgages on Lots in the Community. The provisions of the Article apply to both this Declaration and to the By-Laws of the Association notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number) (therefore becoming an "Eligible Holder") will be entitled to timely written notice of:

[a] any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder.

[b] any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Holder where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance of an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days.

[c] any lapse, cancellation or material modification of any insurance policy maintained by the Association.

[d] any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (hereinafter referred to as "The Mortgage Corporation") and so long as the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") is insuring or the Veterans Administration (hereinafter referred to as "VA") is guaranteeing any Mortgage in the Community, the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

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

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

[c] by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Property. (The issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection).

[d] fail to maintain insurance as required by this Declaration.

[e] use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in this Section 2 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

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

Section 3. No Priority. No provision of this Declaration or the By-Laws of the Association give or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, the By-Laws of the Association or Georgia law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

The undersigned certify under oath that the above Restated Declaration of Protective Covenants for Hopewell Plantation Subdivision, Phases One and Two, was duly approved by the Owners of _____ (_____) of the sixty-nine (69) total Lots in Hopewell Plantation Subdivision, Phases One and Two, at a special meeting of the members of the Association and the Owners of Lots held pursuant to notice on March 23, 1992.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal as of the day and year first above written.

HOPEWELL PLANTATION HOMEOWNERS
ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

BY: _____
President

Unofficial Witness

BY: _____
Secretary

Notary Public

EXHIBIT "A"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean Hopewell Plantation Homeowners Association, Inc., a nonprofit Georgia corporation, its successors and assigns.

(b) "Board of Directors" or "Board" shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.

(c) "By-Laws" shall refer to the By-Laws of Hopewell Plantation Homeowners Association Inc.

(d) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

(e) "Community" shall mean and refer to that certain real property and interests therein described in Article II, Section 1 of this Declaration of Protective Covenants for Hopewell Plantation.

(f) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard established by the Declarant.

(g) "Declarant" shall mean and refer to Hopewell Plantation Homeowners Association, Inc., a nonprofit Georgia Corporation, successor to the Declarant under the General Declaration of Covenants and Restrictions recorded for Unit One - Hopewell Plantation at Deed Book 11191, Page 493, of the Superior Court of Fulton County, Georgia records on December 18, 1987, and the Declaration of Protective Covenants for Hopewell Plantation recorded for Unit Two - Hopewell Plantation at Deed Book 13588, Page 169, of the Superior Court of Fulton County, Georgia records on July 27, 1990.

(h) "Fiscal Year" shall be defined as the calendar year beginning January 1st and ending December 31st.

(i) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the land records of the county where the community is located. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property which shall include, without limitation, membership in the Association.

(j) "Majority" means more than one-half (1/2) of the Lot Owners that are members of the Association.

(k) "Mortgage" means any mortgage, deed to secure debt, and any and all of other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(l) "Mortgagee" shall mean the holder of a Mortgage.

(m) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(n) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(o) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.