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PROTECTIVE CONVENANTS AND RESTRICTIONS RUNNING WITH THE LAND AND RESERVATIONS OF EASEMENTS FOR DOGWOOD TRACE SUBDIVISION

This Declaration of Protective Covenants and Restrictions Running with the Land and Reservations of Easements ("Declaration") for DOGWOOD TRACE SUBDIVISION made this 1st, day of January, 2005.

WITNESSETH:

WHEREAS, Builder is the owner of certain property shown and delineated on a plat entitled "Dogwood Trace Subdivision, Final Plat" prepared by Crawford & Associates, Douglas C. Crawford, Georgia Registered Land Surveyor #1833, dated October 26, 2004 as revised November 23, 2004, a copy of which appears of record in Plat Book 85, Pages 254, 255 & 256, Carroll County, Georgia Public Real Estate Records, which plat and the record thereof are by reference incorporated herein and being referred to herein as the "Plat". The Subdivision shown on the Plat is hereinafter referred to as the "Subdivision" and

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

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

ARTICLE 1
PERMITTED AND PROHIBITED USES

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

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

1.3. **Single Family Residence.** Each lot may be used only for a single family residence with the usual outbuildings which are constructed and located according to the terms of the Declaration. One lot shall be the minimum building area upon which a single family residence and the usual outbuilding may be constructed. Two or more lots may not be combined and utilized as a single building lot without written approval of the Review Committee.

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

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

1.6. **Area of Building.** The area of a single-story building shall not be less than 1,500 square feet. The area shall include only finished heated areas and shall be exclusive of any garage, decks, covered walks and porches.

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

1.8. **Exterior of Buildings.** All exteriors, including paint color, and brick or stone accents of buildings shall be approved by the Review Committee. Any change in exterior shall require approval of the Review Committee.

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

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

1.11. **Outbuildings.** It is declared to be desirable that outbuildings or attached storage sheds be kept to a minimum, and that lot owners plan to include adequate basement or other storage facilities which are an integral part of the main dwelling building or garage building, so as to eliminate the need for outbuildings or storage facilities. No such structure shall be constructed or place on any lot within the Subdivision unless its exterior covering is the same or substantially the same as the exterior covering of the main dwelling and screened from any street, and is approved by the Review Committee.

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

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

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

1.15. **Fences.** All fences must be approved by the Review Committee.

1.16. **Mail Boxes.** Mail boxes should be those selected by the review committee as the standard for the subdivision. Plans and specifications for improvements shall also include specifications for the mail box to be associated with such residence and its location and shall be subject to approval by the Review Committee. Each new home shall have its original mailbox installed and paid for by its builder.

1.17. **Signs.** No sign of any character shall be displayed or placed upon any part of the Property except (a) one “For Sale” signs not exceeding four (4) square feet referring only to the lot on which displayed, (b) well designed signs constructed and place by Builder at the entrance to the Property, and (c) one primary contractor sign per lot

not larger than two square feet permitted per lot during the construction of a dwelling on such lot. No subcontractors may place signs or advertise on a lot.

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

1.19. **Clothes Lines.** No clothes lines shall be permitted.

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

1.21. **Recreational Vehicles or Trailers.** Any recreational vehicles, trailers or pleasure boats on trailers, may only be kept in an enclosed garage or parked or stored on that portion of the lot back of the from building line and to the rear of the residence. No such vehicle shall be used as a residence at any time.

1.22. **Temporary Buildings.** No temporary building or other improvements of a temporary nature including without limitation trailers, basements or tents, shacks or portable buildings shall be permitted on the Property. Temporary improvements or trailers used solely in connection with the construction of permanent improvements may be permitted, provided they are located inconspicuously as possible and are removed immediately after completion of such construction.

1.23. **Animals.** No animals, other than a reasonable number of generally recognized household pets shall be allowed on the Property and then only if kept thereon solely as household bets and for no other purposes. No such animal shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. No animals typically understood to be farm animals shall be allowed at any time. The Review Committee shall determine in its discretion whether, for purposes of this paragraph, a particular pet is considered a household pet or whether a number of or any particular animal on the particular lot is reasonable or unreasonable or constitute a nuisance. Such animals shall be kept within a fence or house, except when under physical or voice control.

1.24. **Parking.** Each lot shall have within its boundaries adequate parking space surfaced with the same type surface that is utilized for the driveways thereon, to accommodate all vehicles of occupants customarily residing in and invitees, employees and contractors regularly visiting or serving the residence located thereon on a daily or weekly basis. In no event shall such vehicles be parked

regularly on a daily or weekly basis on the public street adjoining each lot. No resident shall park vehicles on utility easement or lot with a landscaped yard.

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

ARTICLE 2
SET-BACKS AND BUILDING LINES

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

2.2. **Set-back Defined.** No building shall be erected upon any lot in the Subdivision which is less than the set back lines as set forth on the subdivision survey which is recorded at Plat Book 85, pages 254, 255 & 256, Carroll County, Georgia Public Records.

ARTICLE 3
ARCHITECTURAL REVIEW COMMITTEE

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

3.2. **Review Committee Approval Required.** From and after this date, no building, structure, outbuilding, driveway or fence shall be erected placed or altered on any lot within the Subdivision. until construction plans and specifications and a plat showing the location of the structure and appurtenant structures, and drives shall have been submitted to and approved by the Review Committee as to the location of same, quality of workmanship and materials, harmony of external design with existing structures and to location with respect to tography, finished grade elevation

and landscaping in compliance with the set back lines and other requirements as provided for herein.

3.3. **Approval.** The Review Committee shall, within fifteen (15) days from the submission of the information required, advise the lot owner or prospective owner of the decision of the Review Committee and any corrections, amendments, alterations, prohibitions, or additional requirements established by the Review Committee. Should the Review Committee fail to approve or disapprove any such improvement within thirty (30) days after the plans and specifications have been submitted to the Review Committee, or in the event no suit to enjoin the structure or proposed action has been commenced within ninety (90) days after the completion thereof, approval will not be further required, and the related covenants shall be deemed to have been fully complied with. Lot owners shall submit plans, specifications and such other information as the Review Committee may require to fully advise itself for the purpose of review of such plans and specifications no later than fifteen (15) days prior to the start of the construction contemplated.

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

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

Dogwood Trace Homeowners Association, Inc.
236 White Flower Circle
Villa Rica, Georgia 30180

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

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

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

ARTICLE 4
STREETS

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

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

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

5.2. Expenses.

(A) Expenses associated with the operation maintenance, repair or construction of Association-owned property shall be assessed by the Board of Directors. Electricity utilized for the operation of any community building or improvement, street lights, sanitary sewer stations or other property used by or available to Lot owners or other residents shall be allocated equally to owners on a per-Lot basis.

(B) Should any expense arise due to damages to any Amenities, easement areas or other common property caused by the owner(s) or occupant(s) of anyone or more Lots, or any guest, invitee, agent, licensee or contractor of any such owner(s) or occupant(s), then all costs of repairing such damage shall be assessed against such Lot or Lots in question as a special assessment.

(C) Should any common expense only relatively few of the Lots in the Subdivision, the cost of such benefit shall be equitably assessed among the lots benefiting from such expense, as reasonably determined by the Board of Directors of the Association.

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

5.4. **Assessment Limited.** The initial Assessment from and after date of Lots transferred from the Builder to the Home Owner shall be Four Hundred and no/100 Dollars, ($400.00), payable annually on or before January 1 of each year, which amount may be prorated depending on time of purchase. An initiation fee from each new purchaser in the amount of Two Hundred and 00/100 Dollars shall be assessed to each new homeowner. Such Assessment amount may be increased by the Builder at any time until such time as the Builder has transferred more than fifty percent (50%) of the Lots to other owners. After the Builder bas transferred more than fifty percent (50%) of the Lots, the Assessment amount may be increased by a vote of sixty percent (60%) of the owners of the Lots within the Subdivision provided that any increase in the monthly payment shall not exceed ten percent (10%) of the amount of the monthly Assessment assessed at the end of the previous 'calendar year, unless an increase in excess of ten percent (10%) is approved by the vote of eighty percent(80%) of the Lot owners. The Assessments provided for herein shall be held separately by the Builder until turned over to the Association pursuant to paragraph 6.01 and shall only be used for the aforesaid purposes. Notwithstanding anything to the contrary herein, the foregoing limitation shall not apply to expenses assessed pursuant to paragraphs 5.02(B) or (C).

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

(A) A charge not in excess of the greater often percent (10%) of the amount of each Assessment of installment thereof not paid when due, as liquidated damages as a best estimate of damages arising out of the inconvenience and cost to the Association of any late payment;

(B) Interest on each Assessment on installment thereof: any delinquency or late charge pertaining thereon from the date the same was first due and payable at an annual rate equal to the lessor of eighteen percent (18%) or the highest rate permitted by law, until paid;

(C) The costs of collection, including court costs, the expenses required for the protection and preservation of the lien and the collateral, and reasonable attorney's fees actually incurred; and

(D) The fair rental value of the Lot in question from the time of the institution of an action until the sale of the Lot at foreclosure, or until judgment rendered in the action is otherwise satisfied.

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

No Lot owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including by way of illustration, but no limitation, abandonment of any Lot, the non-use of any Amenity or other Association provided service, or the purported withdrawal from the Association. No diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or any bylaws adopted by the Association (the “Bylaws”), or for inconvenience or discomfort

arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Lot owner.

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

ARTICLE 6
PROPERTY OWNERS' ASSOCIATION

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

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

(A) Conflict with or vary the terms hereof as they may be amended.

(B) Provide for voting rights other than one (1) vote per Lot, on all issues and votes coming before the Association;

(C) Are established by a vote of less than a majority of the votes cast in person or by proxy at a meeting of members at which a quorum is present and which is held not less than five (5) days after-written notice is sent to the owners at their record address or such other address as any owner may furnish in writing to the Association of the time, place and purpose of the meeting, together with a copy of the proposed bylaw, rule or regulation or amendment thereto.

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

ARTICLE 7
COVENANTS, MEANS OF ENFORCEMENT ENFORCEABILJTY, JOINTLY AND SEVERALLY

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

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

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

7.4. **Injunction, Suit for Specific Performance, Etc.** It is agreed that in the event of a violation of any of same, the economic detriment to any party hereto shall be indefinite and incapable of determination and that this Declaration, therefore, may

be enforced in equity by injunction, restraining order or by suit for specific performance.

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

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

ARTICLE 8
AMENDMENT

8.1. **Amendment.** This Declaration may only be amended in accordance with the following requirement and procedures:

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

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

ARTICLE 9
MISCELLANEOUS

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

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

9.3. **Waiver.** The Architectural Review Committee may grant waivers from this Declaration in instances where unique and unusual circumstances prevail that would cause significant economic loss on the part of a lot owner to comply with this Declaration and further provided, that no waiver shall be effective unless written notice thereof is mailed, postage prepaid, to all record lot owners within fifteen (15) days prior to the granting of said waiver.

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

9.5. **Notice of Sale, Lease, or Acquisition.** In the event a lot owner sells or leases such lot owner's lot, the lot owner shall give the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the lot and such other information at the Board may reasonably require.

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

Dogwood Trace Subdivision

_____

Classic Cottage Homes, LLC – Builder
James W. Davis III, Sole Member

_____

Thomas Family Homes, Inc – Builder
Chris Thompson

Signed, sealed and delivered
In the presence of:

_____

Unofficial Witness

_____

Notary Public