

Harrison Pointe Protective Covenants

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DECLARATION OF PROTECTIVE COVENANTS
OF
SECTION 1
HARRISON POINTE
SUBDIVISION
STATE OF GEORGIA
COUNTY OF HOUSTON

THIS DECLARATION OF PROTECTIVE COVENANTS made and published this the 14th day of September, 2001 by THE ASPEN COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and developer of the following described property, (the "Subdivision"), to-wit:

All that tract or parcel of land, situate, lying and being in Land Lot 131 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as ALL lots in Section "1", Harrison Pointe Subdivision, according to plat of said subdivision prepared by Story & Company, Inc., Robert L. Story, G.R.L.S .No. 1853, dated September 12, 2001 filed of record in Plat Book 58, Page 56, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS, it is to the interest, benefit and advantage of the Declarant and each and every person who shall hereafter purchase any lot in said Subdivision that certain Protective Covenants governs and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

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NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any of the lots within said Subdivision, the Declarant does hereby set up, establish and declare the following Protective Covenants to apply to all of said lots hereinabove described and to all persons owning said lots hereinabove described hereafter. These Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Declarant, until the date of termination specified in Paragraph 29 hereof, at which time said Covenants may be extended or terminated as a whole or in part as hereinafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two (2) stories in height, and a private side-entrance two (2) car garage. In addition, all garages must have a minimum of an 18 foot garage door and no garage exceeding three bays will be allowed. All driveways and parking areas shall be constructed with concrete or cement. No asphalt driveways or parking areas shall be allowed.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, altered or permitted to remain on any lot until plans, to include construction plans and specifications and the location of the structure on the lot have been approved by the Architectural Control Committee (hereinafter named) as to quality of workmanship and materials, harmony of external design and existing structures and location with respect to topography, finish grade elevation and adjacent buildings.

The foundation of each house must be at least twenty-four inches (24") above the natural grade at its lowest point.

Roofs must have a minimum pitch of 8/12 and have front and rear elevations. Architectural shingles are required.

The exterior of the house must be all vinyl, except that all homes shall have a 24 inch brick roll lock above visible final grade. Any variance requires written approval by the Architectural Control Committee.

No fence shall be erected, placed, altered or permitted to remain on any lot unless approved by the Architectural Control Committee. No chain link fences will be permitted.

No outbuilding or storage buildings shall be erected, placed, altered or permitted to remain on any lot unless approved by the Architectural Control Committee. Such buildings

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must be in harmony with the external design of existing structures.

For those covenants requiring Committee approval, such approval shall be as provided for in Paragraph 25 below.

3. DWELLING COST. QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Eighty and No/100 Dollars (\$80.00) per square foot based upon cost levels prevailing on the date these covenants are recorded. The intention and purpose of this Covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. .

Except as otherwise specifically provided in this paragraph, the ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,800 square feet for a one-story dwelling. No dwelling of more than one-story shall have less than 2,000 square feet, with a first floor of at least 1,200 square feet, exclusive of carports, open porches, or garages, unless prior written approval of the same is received from the Architectural Control Committee.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the street fronting the property than the minimum building setback line of twenty-five feet (25') as shown on the aforementioned plat of survey. For side streets, no building shall be located on any lot nearer than twenty-five feet (25') from the side street. No dwelling shall be located on any lot nearer than twenty-five feet (25') of the rear lot line or shore line. No building shall be located on any lot nearer than ten feet (10') from any other lot. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building lot to encroach upon another lot.

Note that even if conflicting with previous standards set out hereinabove, the Declarant

retains the right to vary all set-back lines to accommodate desired standards with varying lot dimensions.

5. TEMPORARY STRUCTURES. No structures of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used any lot at any time as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee. No dwelling constructed on any lot in said subdivision shall be occupied or used for residential purposes until it shall have been substantially

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completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the City of Warner Robins upon issuance of a Certificate of Occupancy.

6. DILIGENCE. The residence to be constructed on each lot in the Subdivision shall be completed in a good and workmanlike manner, and shall be completed within nine (9) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the Subdivision for more than three (3) months after such destruction or damage.

7. LANDSCAPING. The builder, contractor or owner of each residential lot shall, at the completion of the residence erected on each said lot, spend a minimum of One Thousand and No/100 (\$1,000.00) cost to said builder, contractor or owner on the planting of plants and shrubs. Said cost is to be based on the costs prevailing at the time of the recording of these Covenants. When clearing lots for construction, all hardwood trees of a diameter of twelve inches (12") or more shall remain unless written approval for the trees removal is obtained from the Architectural Control Committee. Said restriction shall not include necessary removal of trees for pool areas and/or home site location and placement. All yards are required to be fully sodded.

8. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, shrub or tree which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. SUBDIVISION OF LOTS. None of the lots shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site.

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10. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow shall not be obstructed nor diverted from drainage easements on the aforesaid recorded plat of survey.

11. HEADWALLS AND DRIVEWAYS. Any other provision contained herein notwithstanding, any headwall placed on any lot shall be constructed of common brick in harmony with the house located on lot, and all driveways shall be constructed and made of concrete or cement. All lot shall have driveways of a minimum width twelve feet (12') and shall run from the paving of the .road to the minimum building setback line for the respective lots.

12. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of a licensed real estate sales broker or agency, advertising the property for sale or rent, or signs used by the Owners and builders to advertise the property during the construction and/or sales period. No placards or advertising of any nature, other than as relates to the sale or leasing of any of the property in said subdivision, shall be placed or maintained on any of said subdivision property or upon any dwelling which may be erected thereon, other than house markers or nameplates.

14. VEHICLE STORAGE. No motor homes, camper trailers, boats or boat trailers shall be placed on any lot at a point nearer the front or side road than the minimum building setback line of thirty (30) feet. For the general safety of the residents of Harrison Pointe no vehicle shall be allowed to be parked on the street.

15. TRUCK STORAGE. No semi-tractor trailer trucks shall be placed or stored on any lot, nor parked in street.

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16. CONDITION OF LOTS. The Owner of each lot shall at all times maintain his lot so that no weeds, underbrush, refuse piles or other unsightly growths or object shall be permitted to grow or remain upon the premises. Under no circumstances shall any inoperable motor vehicle be allowed to remain in the premises more than twenty-four (24) hours. The express purpose of this provision is to prevent the storage or parking of junked automobiles, trucks or other motor vehicles on the premises. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles or other unsightly growths or objects, such as junked motor vehicles, or otherwise fail or refuse to keep such lot adequately maintained, mowed and cleared, then the Declarant or the Architectural Control Committee may enter upon said lot and maintain or remove the same at the expense of the lot owner. Such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the Declarant or Architectural Control Committee and against such lot for the full amount of said removal and shall be due and payable within thirty (30) days after the lot owner is billed. Where applicable, prevent debris or foreign material from entering Harrison Pointe Lake; or when such debris or foreign material has entered Harrison Pointe Lake from said lot, to remove same immediately. Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid same from becoming unsightly in appearance and to avoid any erosion of said lot and particularly to prevent any silt from entering the Lake.

17. SATELLITE DISHES. Satellite dishes or other similar structures designed for the reception of television or radio signals shall be no larger than twenty-four (24) inches in diameter and shall be located to the rear of the residence on the lots and shall be situated in such a manner as to not be visible from the road fronting the subject lot.

18. MAILBOXES. Mailboxes for all houses constructed on any of the within lots in the Subdivision shall be uniform, as designated by the Architectural Control Committee.

19. BASKETBALL GOALS. No owner of any lot shall erect a permanent or temporary basketball goal in the front or side yard of any lot.

20. OIL AND MINING OPERATION. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any

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Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

21. LIVESTOCK / POULTRY AND PETS. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets of a non-feral nature may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Nothing to the contrary withstanding, no Owner or occupants of any residence shall at any time have on the premises a total of more than two (2) dogs or one (1) cat, or a combination of the two, except if said dog or cat shall give birth to puppies or kittens, whereupon the Owner or occupants of said residence shall have a period of twelve (12) weeks from the date of the birth of said puppies or kittens during which the provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any Lot shall be kept on a proper leash or chain at all times unless said Lot is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving the Owner's Lot.

22. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed at a location on the Lot which shall be so placed and screened, and kept, so as not to be visible from any street within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee hereinafter named. No owner of any lot in the subdivision shall burn or permit the outdoor burning of garbage, trash, or like household refuse, or solid waste of any type, nor shall any owner accumulate or permit the accumulation of such refuse on lot.

23. SEWAGE DISPOSAL. No outside toilets shall be permitted, except during periods of construction, and no sanitary waste or other waste shall be permitted to enter Harrison Pointe Lake. No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health or other applicable governmental authority. Approval of such systems as installed shall be obtained from such authority.

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24. LAKE AND BOATING RESTRICTIONS.

A. IN GENERAL. All lots in the section that are contiguous only to the lake to be known as

Harrison Pointe Lake ("the Lake") are subject to the requirements of this section. The water in, and the land under the lake is and will be owned by each lot owner as depicted on the aforementioned Subdivision plat. The lake is depicted on the recorded aforementioned plat of the subdivision.

B. RESERVATION OF EASEMENT IN EACH LOT OWNER ON THE LAKE FOR OPERATION OF LAKE. The lot owners shall have for themselves, and their successors, assigns and licensees, a ten (10) foot easement upon, across and through each of said lots contiguous to the Lake as is provided in Section 1 above in connection with maintaining and operating the Lake. Without limiting the generality of the immediately preceding sentence, it is declared that the owner nor any successor or assign shall be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement.

C. RESERVATION OF EASEMENT IN EACH LOT OWNER ON THE LAKE FOR USE AND ENJOYMENT. Each lot owner contiguous to the Lake shall enjoy the use of the entire lake for boating and fishing.

D. DOCKS. PIERS, BOATHOUSES. ETC. No pier, dock, boathouse, or other structure may be constructed on or contiguous or adjacent to the Lake without the prior written consent of the Declarant. There shall be no implied consent by the conveyance of title to any lot which is contiguous or adjacent to the Lake to erect docks or piers therein, but to the contrary, there is reserved in this Declaration of Covenants and conditions and restrictions a high water and maintenance easement in the Lake lot owners, and their successors and assigns on that property which is contiguous to the shoreline of the Lake. .

E. BOATS. Except by special permit of the Declarant, its successors and assigns, the only boats allowed on the Lake will be boats not to exceed fourteen (14) feet in length. No gasoline powered boats shall be allowed. All boats allowed in the Lake must be those of the owners of lots contiguous to the Lake, and said boats must be registered with the Association prior to entry in the Lake. All boats shall be operated in accordance with rules and regulations promulgated from time to time by the Association.

F. There shall be no hunting or discharge of firearms allowed on the Lake and no person not an owner of a lot contiguous to the lake shall be allowed to fish on the Lake except in the presence of an Owner of contiguous lot. There shall no commercial fishing allowed on the Lake and no netting of fish shall be allowed.

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G. It is the intent of Declarant to maintain the abundant wildlife and waterfowl on the Lake and, in particular, their nesting facilities and Declarant requests that the purchasers continue to maintain the natural habitat and nesting areas.

H. The owners of lake front lots in the Section shall form an Association within the Harrison Pointe Homeowners Association and elect its own officers. All of the rules of the Association generally shall apply to these owners but they may develop their own rules and regulations for maintenance of the Lake and dues for such maintenance in accordance with these regulations.

I. SHORE WALL. Each owner whose property abuts Harrison Pointe Lake may erect a shore wall according to specifications of building and material as described by the committee.

25. ARCHITECTURAL CONTROL COMMITTEE.

A. MEMBERSHIP. The Architectural Control Committee (the "Committee") is composed of the Harrison Pointe Homeowners Association Board of Directors and Kurt Albritten, all of Houston County, Georgia. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants.

B. APPROVAL OF PLANS. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Architectural Control Committee hereby is vested with the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these Protective Covenants as the Committee shall deem necessary and proper. The Committee shall be vested with the authority, and same is hereby reserved. Jo said Committee, to grant such variances and exceptions to these Protective Covenants as the Committee deems necessary and proper to the ordered development of the Subdivision. Whether or not provisions therefore is specifically stated in any conveyance of a lot made by the Declarant, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall, or other structure shall be placed upon such lot unless and until the plans and specifications thereof and plot plan have been approved in writing by the Committee. Each such building, fence, wall or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Committee may be based on any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If no

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Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building, fence or other structure shall be erected which violates any of the Covenants herein contained.

C. VARIANCES. The restrictions set out in these Covenants may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:

1. Any owner of any lot in the Subdivision desirous of securing a waiver of variance of a Covenant shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinbefore named.
2. If the Architectural Control Committee, in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing.
3. The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute waiver of and shall otherwise void the Covenants outlined in the petition relative to the subject lot.
4. The waiver of the covenant contained in the petition shall not constitute a waiver of said Covenant as to any other lot.
5. Unless the written approval as outlined herein is secured, the Covenant contained herein

shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning landowner of its approval within ten (10) days of its receipt of the request, said request shall be deemed to have been denied.

D. SUBMISSION OF APPLICATION. All requests for approval by the Architectural Control Committee shall be submitted in writing and mailed to the Committee by registered or certified mail at the following address:

Harrison Pointe Architectural Control Committee
P.O. Box 7935
Warner Robins, GA 31095-7935

E. RELEASE OF LIABILITY. Neither the Declarant, the Architectural Control Committee nor any member of the Committee, past or present, shall be liable for any damages resulting, directly or indirectly, from the enforcement of these Covenants, the approval or disapproval of building plans or the granting or denial of any petition for a variance to these Covenants.

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26. COVENANTS FOR ASSESSMENTS. The purchaser/owner of each lot, tract or parcel of land within the Subdivision, hereby covenants, by acceptance of a deed therefore whether or not it shall be so expresses in such deed or other instrument of conveyance, to pay to either the Declarant or THE HARRISON POINTE MAINTENANCE AND IMPROVEMENT ASSOCIATION (the "Association"), a corporation to be organized and exist under the Non Profit Corporate Code of the State of Georgia, those several and specific assessments hereafter set forth. The Association shall become incorporated at such time as the Declarant becomes a minority owner of the entire Subdivision and the majority. or individual lot owners shall be responsible for the formation, application and organization of the Association. The following general and special assessments shall be managed by the Declarant until the formation of the Association, to-wit:

A. SPECIAL ASSESSMENT ON SALE. A one-time special assessment in the amount equal to one percent (1 %) of the gross sales price of each lot, tract or parcel shall be paid at the time each lot, tract or parcel is conveyed from the Declarant to any purchaser. Said special assessment shall be paid by the purchaser of said lot, tract or parcel and shall be due and payable simultaneously with the closing of each such sale. The assessment shall be held and invested by the Declarant/Association for the purposes and uses hereinafter set forth. The term "gross sales price" as used herein shall mean the total value of the consideration received by the Declarant, including without limitation thereto all cash, the principal amount of all notes and other evidences of indebtedness by the purchaser to the Declarant, the outstanding principal balance as of the date of sale of all notes or other evidences of indebtedness of the Declarant assumed by the purchaser or with regard to which the purchaser is to take the property subject to, and the fair market value of all real and/or personal property received by the Declarant in exchange for such lot, tract or parcel, or any portion thereof or interest therein. No reduction shall be allowed for any closing costs or commissions paid by the Declarant or purchaser in connection with the sale in determining the gross sales price. The assessment is based on the price of the lot, tract or parcel only and is not to include the value of any improvements thereon. .

B. GENERAL ASSESSMENTS. Each lot owner shall be assessed a prorate share of the actual cost incurred by the Declarant/Association for capital improvements made within the Subdivision. Each owner shall pay a proportionate share of the actual cost of such

improvement as determined by the ratio of the number of lots owned by such owner and the total number of developed lots in the entire Subdivision. "Developed lots" for the purposes of this provision shall mean those lots, tracts or parcels which have been subdivided by the Declarant and delineated the aforementioned plat of survey duly recorded in the Clerk's Office, Houston Superior Court and approved by the applicable zoning, engineering and health department officials of Houston County, Georgia.

C. PURPOSE OF ASSESSMENT. The assessments levied and collected by the Declarant/Association pursuant to this paragraph shall be used exclusively for the purposes

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of promoting the comfort, health, safety and welfare of the owners of lots in Harrison Pointe Subdivision and for the payment of the costs of maintenance and operation of the Subdivision's improvements (including without limitation thereto the costs of grounds maintenance, construction and operation of any recreational facilities available to all residents of the Subdivision, maintenance and repair of the common areas, the entrance sign, stop and street signs, light posts, landscaping and fence maintenance) and the costs of the Association.

D. DUE DATE OF ASSESSMENTS. The special assessment shall become due and payable immediately upon the sale of any lot, tract or parcel within the Subdivision by the Declarant, and shall be deemed delinquent if not paid within ten (10) days following the closing of such sale. Any general assessments shall be due and payable in monthly, quarterly, semi-annual or annual installments at the discretion of the Declarant/Association and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Declarant/Association.

E. OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS. The assessments provided for herein shall be the personal and individual debt of the owner(s) of the property covered by such assessments. No owner (including Declarant) may exempt himself from liability for such assessments. In the event of default in payment of any assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15%) per annum on the amount of the default from the due date thereof, together with all costs and expenses of collection including reasonable attorney's fees. '

F. ASSESSMENT LIEN AND FORECLOSURE. All sums assessed in the manner provided in this paragraph but unpaid, together with interest and costs as provided in this paragraph, shall become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s) and his heirs, devisees, personal representatives, and assigns. The aforementioned lien shall be superior to all other liens and charges against the property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed "" of record, securing in either instance sums borrowed for the acquisition or improvement of the property securing the loan. The Declarant/Association shall have the power to subordinate the aforementioned assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Declarant/Association. To evidence the aforesaid assessment lien, the Declarant/Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be recorded in the Clerk's Office, Houston Superior Court. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment

becomes delinquent as set forth in sub-paragraph (d) above. After the recording of a notice, said lien may be enforced by the foreclosure of the defaulting owner's property by the Declarant/Association in like manner as a security deed on real property, or the Declarant/Association may institute suit

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against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, the owner(s) shall be required to pay the costs, expense and reasonable attorney's fees incurred. The Declarant/Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Declarant/Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

G. EXEMPTIONS. The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of improvements to the subject lot, tract or parcel whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of its security deed or is made by the mortgagee who has acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure. Furthermore, the assessments provided for herein shall not be collected twice on the same transaction as may arise when converting from construction loan to permanent financing between purchaser and builder, or upon lot purchase and subsequent construction loan.

27. EFFECT OF GRANTEE'S ACCEPTANCE OF DEED, ETC.

A. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarant, the Association and to and with the grantees and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Each person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume, as against Declarant, its successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to the Lake, and the allowed use and enjoyment thereof. And further, each owner by the acceptance of this deed does covenant and agree to hold harmless and forever defend the Declarant and the Association from and all claims for damage to the property and injury to persons occasioned by the owner, and owner's family, guests and invitees, and all persons whomsoever claiming by or through the owner. resulting from the owners permitted use of the Lake, and the recreational facilities and common areas provided for the owners use, and enjoyment by the Declarant and the Association.

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TITLES. ETC. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

29. DURATION. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of twenty (20) years, unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said Covenants, in whole or in part.

30. REMEDIES FOR VIOLATIONS. For a violation or a breach of any of these Protective Covenants by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. If such action is necessary for enforcement, the violating party shall be responsible for all costs, including reasonable attorney fees, incurred in the enforcement of the Covenants. Such costs shall constitute a lien on the affected property as described in paragraph thirteen (13). The failure to promptly enforce anyone or more of these Covenants shall not bar their enforcement at a later date.

31. SEVERABILITY. Invalidation of anyone of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. ANNEXATION. Additional sections of the subdivision, together with additional common areas and amenities, if any may be annexed to the properties herein described. Said annexation may be made by the Declarant without the consent of members within the Association for a period of time not to exceed twenty years from the date hereof. Provided, however, that any properties annexed hereto shall be subdivided as a residential subdivision,

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and the owners of said lot shall be subject to the same covenants, conditions, and restrictions as are required of owners in Section " 1 "of the subdivision as are set forth in this instrument.

33. AMENDMENT. Declarant reserves unto itself the right to amend the provisions of this Declaration at any time without notice, and without approval of purchasers/owners within the Subdivision. After the Association has taken over, as provided herein, same may be amended only upon the written consent of ninety percent (90%) of all owners of lots within the subdivision.

IN WITNESS WHEREOF, said Declarant has caused these Covenants to be executed on the day and year first above written

Signed, sealed and delivered

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AMENDMENT TO PROTECTIVE COVENANTS
OF

SECTION 1
HARRISON POINTE SUBDIVISION
STATE OF GEORGIA
COUNTY OF HOUSTON

THIS AMENDMENT TO PROTECTIVE COVENANTS. made and published this 15th day of March. 2002. by The Aspen Company organized and existing under the Laws of the State of Georgia. (hereinafter referred to as "Declarant"). .

WITNESSETH:

WHEREAS. Declarant placed Protective Covenants on Section" 1" .Harrison Pointe Subdivision. which are filed of record in Deed Book 1873, Pages 243-257, Clerk's Office, Houston Superior Court, property more fully described' as follows: .

All that tract or parcel of land. situate. lying and being in Land Lot 131 of the Tenth (10th) Land District of Houston County. Georgia. being known and designated as ALL lots in Section "1", Harrison Pointe Subdivision, according to plat of said subdivision prepared by Story & Company. Inc., Robert L. Story. G.R.L.S. No. 1853 dated September 12, 2001 filed of record in Plat Book 58, Page 56, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

WHEREAS. the Declarant and its successors in title are desirous of amending the aforesaid Protective Covenants under power in Paragraph 33 of original covenants, to-wit:

1. To give reference to a new plat of record in Plat Book 58. Page 94. Clerk's Office, Houston Superior Court, to be used hereinafter; previous plat containing Notes on lots 1-5. Block "A" regarding improvements.

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2. Item 26, Page 11: COVENANTS FOR ASSESSMENTS:

The purchaser/owner of each lot, tract or parcel of land within the Subdivision, hereby covenants, by acceptance of a deed therefore whether or not it shall be so expressed in such deed or other instrument of conveyance, to pay to either the Declarant or THE HARRISON POINTE HOMEOWNERS ASSOCIATION (the "Association"), those several and specific assessments hereafter set forth. The Association shall be formed at such time as the Declarant becomes a minority owner of the entire Subdivision and the majority of individual lot owners shall be responsible for the formation, application and organization of the Association.

Item 26. A.: To be deleted in its entirety and replaced with the following:

SPECIAL ASSESSMENT: During the year 2002, a special assessment in the amount of \$200.00 shall be paid by the lake lot owners, and \$100.00 for off lake lot owners to be used as set out in Item 26C of the original covenants. The Association shall keep a separate accounting for off lake lots owners and lake lot owners. The Association shall make available an annual accounting of said accounts to all lot owners of the subdivision. Prorations of the yearly assessment amounts will be made at the time of closing of each home in said subdivision. After 2002 or until such time as the Association is formed, Declarant shall have the authority to increase or decrease the yearly assessment amounts as expenses of the Association increase or decrease. After the Association is formed, a majority vote of the lot owners and/or a majority vote of the lake lot owners shall have the authority to increase or decrease the yearly assessment amounts as expenses of the Association increase or

decrease.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and its successors in title, and each and every subsequent owner of any of the property hereinabove described, Declarant and the undersigned do hereby set up, establish and declare that the Declaration of Protective, Covenants, dated September 14, 2001 of record in Deed Book 1873, Pages 243-257, Clerk's Office, Houston Superior Court are now amended and are hereby deemed applicable to all of the lots in said Section of the above described property. Said Amendment to Protective Covenants shall become effective immediately and shall run with the land, and shall be binding on all persons claiming under and through Declarant and the undersigned under the terms, conditions, stipulations and provisions contained therein. Said Protective Covenants shall remain in full force and effect unless and until same are extended or terminated in accordance with the provisions of said covenants.

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IN WITNESS WHEREOF, the said Declarant has caused this covenant to be executed in its name by its duly appointed corporate officers, and its corporate seal to be hereunto affixed, on the day and year first written above.

Signed, sealed and delivered