

DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this 10th day of September, 1998, by STEVE SIMPSON INVESTMENTS, INC. (hereinafter referred to as "Declarant") and Senator's Ridge Homeowners Association, Inc., a Georgia Nonprofit Corporation.

WITNESSETH:

WHEREAS, Declarant owns or will own and develop certain real property in Paulding County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant intends to develop on lands including the real property described above a development to be known as Senator's Ridge (hereinafter referred to as the "Development"); and

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

NOW, THEREFORE, the Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The Covenants, Restrictions and Easements, set forth herein shall run with the property (as hereinafter defined), and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributee, successors and assigns and to the benefit of the Association.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Covenants, Restrictions and Easements, shall have the following meanings:

1.01 Association. "Association" means Senator's Ridge Homeowners Association, Inc. (A non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.02 Board. "Board" means the Board of Director of the Association.

1.03 By-Laws. "By-Laws" means the By-Laws of the Association.

1.04 Common Property. "Common Property" means all real property (together with and all improvements now or hereafter located thereon) owned or acquired by the Association for the common use and enjoyment of the Owners.

1.05 Declarant. "Declarant" means Steve Simpson Investments, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

1.06 Lot. "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Paulding County, covering any portion of the Property; provided, however, that no portion of the Common Property shall ever be a Lot.

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

1.08 Membership. "Membership" means the collective total of all Members of all classes of the Association.

1.09 Owner. "Owner" means the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner. Where the record owner is a corporation, trust or association, the right of an "Owner" to enjoy the amenities provided by the Association shall be limited to one family.

1.10 Property. "Property" means that certain real property (other than Common Property) hereinabove described together with such additional real property as the Declarant may acquire and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article X hereof.

1.11 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.12 Structure. "Structure" means :

(a) Any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot:

(b) Any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) Any change in the grade at any point on a Lot of more than one foot, whether or not subsection (b) of this Section 1.12 applies to such change.

1.13 Family. Shall mean the member's immediate family to include the spouse and children who are twenty two (22) years of age and under.

ARTICLE II

COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Restrictions and Easements, the general public. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

(b) It is contemplated by the Declarant that the Declarant will convey to the Association Common Property for scenic and natural area preservation and for general recreational use to include facilities for swimming, tennis and exercise. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition of the property described in subsection (b) of this Section 2.01, the Declarant may convey to the Association in accordance with this Section 2.01 such other real personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every member shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and

enjoyment of the Common Property by all other members. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 2.02 is subject to suspension by the Association as provided to Sections 2.03 (d) and 3.05.

2.03 Rights of the Association. The rights and privileges converted in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

- (a) Promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;
- (b) Grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any municipality or other governmental body, agency or authority, to any quasi public agency or to any utility company or cable television system;
- (c) Charge reasonable fees in connection with the admission to and use of facilities or services, provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;
- (d) Suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;
- (e) To sell, lease or otherwise convey all or any part of its properties and interests therein; and
- (f) Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof.

2.04 Types of Common Property. At the time of the conveyance of any real property of the Declarant to the Association to be used as common Property, the Declarant shall designate in the deed of conveyance that such real property is to be Common Property, and further may designate in the deed of conveyance the specific or general purposes for which such real property or portion thereof may be used, and in such event, such real property or portion thereof shall not, without a three-fourths (3/4) vote of each class of Members of the Association, be used for any different purpose of or purposes without the prior written consent of the Declarant.

2.05 Delegation of Use. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

ARTICLE III

SENATORS RIDGE HOMEOWNERS ASSOCIATION, INC.

3.01 Purposes, Powers and Duties of the Association. The Association has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Development.

3.02 Membership in the Association. Every Owner shall be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements.

3.03 Voting Rights. The association shall have two classes of voting membership.

(a) Each Member, with the exception of the Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote. Where such member is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association;

(b) The Declarant shall be the sole Class B Member and shall be entitled to three (3) Class A votes for each Lot owned. Subject to the terms and conditions of subsection (c) of this Section 3.03, the Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier;

(i) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(ii) On December 31, 2025.

(c) It is presently contemplated by the Declarant that the Development will be composed of approximately 650 Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the Office of Clerk of the Superior Court of Paulding County in accordance with Article X of this Declaration. The Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding in the Class B Membership will automatically increase in accordance with the formula set forth in subsection (b) of this Section 3.03, and in no event shall Class B Membership cease and be converted to Class A Membership (as provided in subsection (b) of this Section 3.03) until after the Association receives the Written notice provided for in the preceding sentence or December 31, 2025, whichever occurs earlier. Provided, however,

that nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development unless such phase is subjected to this Declaration.

3.04 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the By-Laws of the Association, governed by the Declarant.

3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

- (a) Shall be subject to the Right of Abatement, as defined in Section 8.01 by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the ACC (as herein defined) within thirty (30) days after having received notice of the same pursuant to the provisions of section 5.11, 6.14, or 8.01 hereof;
- (b) Shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or
- (c) Shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.05, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress and egress from his Lot

3.06 Termination of Membership. Membership shall cease only when a person ceases to be a member in good standing or no longer a property owner at Senator's Ridge Subdivision.

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

ARTICLE IV

DUES and ASSESSMENTS

4.01 Association Annual Membership Dues.

BOOK 721 PAGE 404

(a) All members shall pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all members. Initial first (1st) year dues shall be Three Hundred Fifty Dollars (\$350.00) a year; starting date shall be April 1, 1999, and prorated thereafter.

(b) Membership: Membership in the Senator's Ridge Homeowners Association, Inc. is mandatory. Being a member in good standing shall mean you are a member of the Senator's Ridge Homeowners Association, and shall have the privilege to enjoy the Common Property and Amenities built and installed to all members in good standing. Membership shall begin when dues are accepted by Declarant. All membership dues are to be used for the maintenance of the amenities.

(c) Declarant Fees. The Declarant shall be exempt to all fees, except for the sum of money necessary to operate the Amenities and Common Property in a neat, attractive, working order and condition, above monies that are collected for other members. All funds are to be collected and disbursed in a separate operating account for the Senator's Ridge Homeowners Association, Inc.; which shall be controlled by Declarant as long as Declarant owns property within said Development.

(d) That all members shall pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all members.

(e) That such continuing charge and lien on such Lots binds such Lots in the hands of the then member, and the member's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgement or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

(f) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed.

(g) That all annual and special assessments (together with interest thereon as provided in Section 4.09 of this Declaration and costs of collection including reasonable attorney's fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot and Lots as provided in Section 4.01 of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided however that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, security; the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operation costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Maximum Annual Assessment.

(a) Beginning on the Commencement Date (as hereinafter defined) and continuing thereafter until May 1, of the year immediately following the Commencement Date each Lot shall be subject to a maximum annual assessment of One Thousand Dollars (\$1,000.00) per Lot. In the event that the Commencement Date Falls on a day other than April 1, the annual assessment for such year shall be prorated so that each Owner pays an annual assessment proportional to the number of days remaining in the calendar year. The words "Assessment Year" as used herein shall mean the calendar year with the first Assessment Year commencing on April 1 of the year immediately following the Commencement Date.

(b) Commencing with the first Assessment Year and continuing thereafter, the maximum annual assessment may be increased at any time and from time to time during each Assessment Year not more than five percent (5%) above the maximum annual assessment for the previous Assessment Year without a vote of the Membership. During the first Assessment Year, the maximum annual assessment may be increased five percent (5%) above One Thousand Dollars (\$1,000.00).

(c) Commencing with the first Assessment Year and continuing thereafter, the maximum annual assessment for each Assessment Year may at any time and from time to time be increased more than five percent (5%) above the maximum annual assessment for the previous Assessment Year if such increase is approved by a fifty one percent (51%) vote of the Membership of the Association who are present in person and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration. During the First Assessment Year, the Maximum annual assessment may be increased more than five percent (5%) above One Thousand Dollars (\$1,000.00) if such increase is approved by a fifty one percent (51%) vote of the Membership of the Association who are present in person or by proxy and voting at meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.05 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property, provided that any such special assessments shall have been approved by a fifty one percent (51%) vote of each class of Members of the Association who are present in person at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

4.06 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment Year on which the annual assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.

(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04 © and Section 4.05 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members entitled to cast sixty percent (60%) of the total votes outstanding in each class of Members shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be sixty percent (60%) of the total votes outstanding regardless of class of Members. No such second meeting shall be held more than sixty (60) days following the first meeting.

4.07 Uniform Rate of Assessment. Both Annual and special assessments must be fixed at a uniform rate for all Lots.

4.08 Commencement Date for Annual Assessments. All developed Lots shall become subject to Annual Assessment as provided for in this Article IV on the date designated by Declarant. Such date is herein referred to as the "Commencement Date."

4.09 Effect of Nonpayment of Assessments. Any Assessment which is not paid on or before the Due Date shall bear interest after the Due Date at the rate of eight percent (8%) per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board

have the power to establish a rate of interest in violation of the laws of the state of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that a member shall fail to pay fully any portion of any assessment prior to the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorney's fees, shall be a binding personal obligation of such Member as well as a lien on such Member's Lot enforceable in accordance with the provisions of this Declaration.

4.10 Certificate of Payment. Upon Written demand by a Member, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE V

ARCHITECTURAL CONTROL

5.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, all members of the ACC shall be appointed by the Declarant until the first to occur of (i) December 31, 2025 or (ii) until every Lot is conveyed by Declarant to a party or parties who are not classified hereunder as a successor or assign of Declarant. All costs of operating the ACC shall be borne by the Association.

(b) Each initial member of the ACC shall be appointed for a term expiring on December 31, 1999. Thereafter each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Declarant or by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Declarant.

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for

approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Senator's Ridge Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.03 Officers; Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary; including Committees for the maintenance and operations of the Common Property that exist. The members of the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC chairmen shall specify. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as ordinarily called. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

5.05 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of :

(i) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) Governing the procedure for such submission of plans and specifications;

(iii) Assuring the conformity and harmony of external design and general quality of Senator's Ridge Development.

5.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lots be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the ACC in the Design Standards, including, without being limited to:

(a) A site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) A foundation plan;

(c) A floor plan;

(d) Exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

(e) Specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) Plans for landscaping and grading.

5.07 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features of elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plan and specifications relating to any Lot or Structure, however, shall be final as to the Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.08 Disapproval of Plans and specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) The failure to include information in such plans and specifications as may have been reasonable requested;

(b) The failure of such plans or specifications to comply with this Declaration or the Design Standards;

(c) Any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (I) to fail to be in conformity and harmony of external design and general quality with the standards of Senator's Ridge as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications

submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.09 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty(30) days of receipt of plans and specifications submitted for approval shall not deem approval of such plans and specifications.

5.10 Inspection Rights. Any employee or agent of the ACC may, after reasonable notice, at any reasonable time enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed maintained or altered upon any Lot, otherwise than in accordance with the plans, and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth the reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.12 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications are on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrance is good

faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval of the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

5.13 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

DECLARATION OF PROTECTIVE COVENANTS SENATOR'S RIDGE

6.01 Dwelling Size and Use. No lot shall be used for any purpose other than a single family dwelling, and no single family dwelling containing less than the square footage of heated space specified below shall be erected on any lot:

(a) All single story dwelling shall have no less than 1,700 square feet, and all multi story dwellings shall have no less than 2000 square feet.

(b) All houses shall additionally have an enclosed garage that will accommodate at least two cars, which need not be heated.

6.02 Masonry. Any masonry construction used above ground level shall be either brick, stone, or dyed stucco. There shall be no exposed concrete block.

6.03 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Further, such animals shall be restrained and inoculated in accordance with all applicable local, state and federal ordinances and laws.

6.04 Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

6.05 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for any sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs posted on properties must be approved the ACC prior to installation. No builder will be permitted to post a sign advertising the name of the builder.

6.06 Vehicles. No vehicles shall be parked, stored or operated on any lot or residence not having a current license plate. All vehicles parked and/or stored on any lot or residence must be operational and capable of being operated on public roads according to the laws of the State of Georgia. No vehicles that are being restored or unsightly shall be placed on property visible to any streets or neighboring yard. No material, equipment, or business vehicles may be stored or parked on the premises of any lot or residence except that one business vehicle (the carrying capacity of which shall not exceed one ton) used exclusively by the resident may be parked in the carport, garage, or rear or side yard except vehicles used during the construction and sales period of the lots and residences. No resident or member of the household shall park a vehicle on the street right-of-way. Any recreational vehicles or trailers or boats must be parked where same are not visible from the street.

6.07 Fences. The following types of fences are strictly prohibited in any form within the subdivision: barbed wire, hog wire and other type wire fences; electrified fences, fences made from plywood or other materials not suitable for exterior permanent fencing; fences made of masonry materials such as brick, concrete block or similar materials, except that such materials may be used by the original builder as necessary to make retaining walls and if such retaining walls are faced with either brick or stucco. Chain link fences may be used on a limited basis for dog kennels only. Chain link fencing will not be permitted for any other purpose and may not be visible to any street within the subdivision. The following fence materials may be used within sight of streets, provided all such fences are constructed in a workmanlike manner and so as to be sturdy and vertically constructed: cedar or other suitable exterior wood, provided such wood shall either be coated or left in a natural looking state (pine, fir, and other type woods not normally used for exterior fencing shall not be left uncrated). No fences, other than decorative split rail fences shall be located on any lot at a point extending beyond the rear of the dwelling. No fence height shall be approved by ACC above eight (8) feet for any reason, typical shall be six (6) feet.

6.08 Mail Box Posts. All mail box posts must be approved by the Declarant and stained or painted as required by the ACC.

6.09 Clotheslines. No outside clothesline shall be placed on any Lot.

6.10 Commencement of Construction and Option. Owners of subdivision lots shall obtain a building permit within 90 days after obtaining title from Declarant and thereafter promptly commence construction. Developer retains a first right of refusal to repurchase each subdivision lot at the original purchase price until the person buying the lot commences construction of a dwelling in compliance with paragraph 5.06 hereof.

6.11 Completion of Construction. Construction of residences on each lot shall be substantially completed within six months after issuance of a building permit. Substantial completion shall include the following: All exterior work (roofing, brick, decks, exterior trim, painting, landscaping, and paving of driveway), interior trim and painting, completion of electrical, plumbing and HVAC.

6.12 Dog or Animal Runs. No dog or animal runs shall be visible to any street within the subdivision.

6.13 Temporary Structures. No temporary house or shack, house trailer, mobile home, tent, barn or other outbuilding shall be permitted on any lot at any time.

6.14 Unightly Activities. 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 unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage, carport or other place where such condition is visible from any street.

6.15 Satellite Dishes and Antennas. No satellite dishes or antennas shall be visible from the street.

6.16 Storage of Building Materials. No lumber, brick, stone, cinder block, or other fabricated masonry block units, concrete, or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used and not so as to violate paragraph 6.20.

6.17 Fuel or Water Tanks. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

6.18 Sight Obstruction. No house, garage carport, playhouse, outbuilding, fence, wall or any other above-ground structure, or shrubs, flowers or other vegetation which obstruct horizontal sight lines at elevations between two (2) and six (6) feet above the street shall be erected, placed, planted or permitted to remain on any street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line. In the case of any rounded lot corner, the twenty-five (25) feet shall be measured from the point formed by the intersection of the street, if extended to form an angle instead of a curve. The same sight line limitations shall apply to that area of every lot within a ten foot radius emanating from the intersection of any boundary line of any lot with the edge of a driveway pavement. Trees may be planted and maintained within any of such areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. The provisions of this covenant may be varied with the written consent of the Developer.

6.19 Drainage Easements. Declarant anticipates that some changes to the drainage plan contained in the subdivision plat approved by the Paulding County Board of Commissioners may be required by actual drainage conditions created by development. Declarant shall make such changes as are

required by the County Engineer, provided such changes are within the street right-of-way. Any drainage requirements or improvements on individual lots shall be the responsibility of the builder or homeowner. Each lot shall be subject to such drainage easements as may be necessitated by additional requirements of the County Engineer after subdivision approval.

6.20 Construction Cleanup. Lots shall be maintained during construction with no debris piles left visible for more than five working days in which weather permits construction activity. If during construction Builder or Owner violated the foregoing sentence, Declarant shall have the right to remove such debris and charge to Owner Two Hundred (\$200.00) Dollars for each single axle truck load of debris remove. The owner or builder shall complete removal of all construction debris from the lot or bury same in accordance with all applicable code requirements within six (6) months of lot clearing. Debris shall include, but not be limited to the following: construction material, roots, limbs, vines, spoil piles of rock or unusable dirt. Builder shall also take the necessary precautions during construction to prevent soil erosion.

6.21 Landscaping. Within six (6) months after clearing begins the following additional landscaping shall be completed:

- (a) Grass or mulch all disturbed land on the subdivision lot.
- (b) Plant at least thirteen shrubs purchased in two gallon or larger containers.
- (c) Handle surface water by underground pipe, rip-rap or vegetation so as to preclude soil erosion.

6.22 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth the reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail. Then the Association shall have the right of Abatement as provided in Section 8.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

6.23 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included

in the Design Standards of the ACC. During construction on lots Builders shall not unload heavy equipment on the paved streets. Builders shall be strictly liable to Declarant for any damage done to pavement or curbs by heavy equipment.

6.24 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot.

6.25 Waterfront Land.

(a) On Lots adjacent to lakes, ponds, rivers, streams, creeks or other water bodies or courses:

(i) No boat canal shall be dug or excavated therein, and no bulkheading, barge, docks, piling, float or other marine Structure shall be erected adjacent thereto or thereupon, without the prior written approval of the ACC of plans and specifications for such excavation or Structure; and

(ii) No refuse of any kind shall be placed on or disposed of therefrom into the adjacent waters.

(b) On lakes, ponds, rivers, streams, creeks, or other water bodies or courses comprising any part of the Property:

(i) No boat shall be moored so as to obstruct navigation;

(ii) No power boat shall be used except a boat powered by an electric motor with a power rating not to exceed 3.5 horsepower; and

(iii) No boat of a length greater than fifteen (15) feet, except canoes, shall be launched or used.

If the builder or owner has not fully complied with paragraphs 6.01, 6.02, 6.07, 6.11, 6.13, 6.19, 6.20, 6.21 and 6.23 within seven months after obtaining a building permit, the owner shall be liable to Declarant for One Thousand (\$1,000.00) Dollars liquidated damages.

Declarant retains an easement to enter each subdivision lot to perform such activities as are necessary to bring such lot into compliance with paragraphs 6.02, 6.19, 6.20, and 6.21 of these Covenants. Such easement shall terminate upon execution by Declarant of Exhibit "B".

6.26 Enforcement. Any person who violated, attempts to violate or threatens to violate any of the terms hereof shall be subject to such equitable relief as may be deemed appropriate by a court of competent jurisdiction and any person who willfully violated the terms hereof after receiving notice from an interested person of his opposition to such violation shall be liable to pay the reasonable attorney's fees of any person or firm having legal standing who obtains equitable relief against such violator.

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Easements.

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

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

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

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

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

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

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

7.03 Entry. The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.01.

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

ARTICLE VIII

ENFORCEMENT

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

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in Sections 5.11 and 6.22 in the event of a violation or breach of any Restriction contained in the Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right to Abatement.

(b) The Right of Abatement, as used in this Section and in Section 5.11 and 6.22 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provision hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection including reasonable attorney's fees, together with interest thereon at eight percent (8%) per annum, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgement or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a lot or lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.04 Collection of Assessments and Enforcement of Lien.

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

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

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

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

ARTICLE IX

DURATION AND AMENDMENT

9.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Paulding County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of Clerk of the Superior Court of Paulding County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a fifty-one (51%) percent vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

9.02 Amendment This Declaration and the Restrictions contained herein may be amended from time to time by the Declarant as long as Declarant is a property owner at Senator's Ridge Subdivision.

ARTICLE X

ANNEXATION

11.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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

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

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

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

(a) Declarant: Steve Simpson Investments, Inc.
754 Fuller Loop Road
Dallas, Georgia 30132

(b) Owners: Each Member's address as registered with the Association in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 11.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

11.06 No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable, and each and every owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no liability as a result of such enforceability.

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

Signed, sealed and delivered
In the presence of:

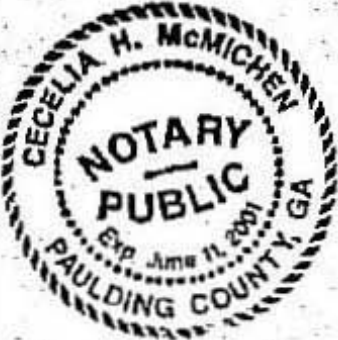
STEVE SIMPSON INVESTMENTS, INC.



[Signature]
Witness

By: [Signature]

Cecelia H. McMichen
Notary Public



RECORDED 9-16-98
SYLVIA G. STRICKLAND, CLERK
SUPERIOR COURT, PAULDING CO.

01 JUL 11 PM 4:18
NOTICE
OFFICE

Amendment to Covenants

COMES NOW THE DECLARANT, Steve Simpson Investments, Inc., and amends the Declaration of Covenants, Restrictions and Easements for Senator's Ridge Homeowners Association pursuant to and under the guidelines of ARTICLE IX, Section 9.02 of the Senator's Ridge Homeowners Association Covenants as follows:

AMENDMENT I

ARTICLE IV, 4.01, (a) shall be amended by striking said section in its entirety and inserting, in lieu thereof, the following:

All members shall pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all members. Annual dues shall be Four Hundred Fifty Dollars (\$450.00) per year, unless amended and provided in this Declaration or By-Laws of Senator's Ridge Homeowners Association, Inc., and shall be payable June 1, 1999, and on each June 1st thereafter. New homeowners who become members shall pay pro-rated dues during their first year of membership.

All other conditions, covenants, restrictions and easements in the Declaration of Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, The Declarant has caused this Declaration to be duly executed and sealed this 30th day of June, 2001.

Signed, sealed and delivered
In the presence of:

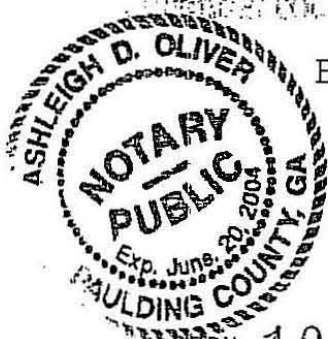
STEVE SIMPSON INVESTMENTS, INC.

8-30-01
JUNE 30, 2001
SENATOR'S RIDGE HOMEOWNERS ASSOCIATION

Mary Q. Jones
Witness

By: [Signature]
Steve Simpson, President

Ashleigh D. Oliver
Notary Public



Deed Doc: COVE
Recorded 05/31/2012 02:43PM

Treva W. Shelton
Clerk Superior Court, Paulding County, Ga.
Bk 03002 Pg 1016-1026

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: REO Funding Solutions, II, LLC
C/o HENDERSON LEGAL LLC
1350 Spring Street
Suite 485
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF PAULDING

Reference: Deed Book: 721
Page: 399

Amendment to the
Declaration of Covenants, Restrictions and Easements for
Senator's Ridge

Bk 03002 Pg 1017

WHEREAS, Steve Simpson Investments, Inc., a Georgia corporation, recorded a Declaration of Covenants, Restrictions and Easements for Senator's Ridge Subdivision, on September 15, 1998, in Deed Book 721, Page 399 *et seq.*, Paulding County, Georgia, records (hereinafter referred to as the "Declaration"),

WHEREAS, the Declaration has been previously amended by amendments recorded in the Paulding County, Georgia records at the following Deed Book and Page numbers:

<u>Deed Book</u>	/	<u>Page</u>
789		1050
0929		0360
0947		0241
1006		0867
1866		0514
02707		0714
02795		0937

;and

WHEREAS, Steve Simpson Investments, Inc. and Breckenridge, Inc., executed that certain Assignment of Declarant Rights in favor of First Citizens Bank and Trust Company, Inc., on August 12, 2011, which is recorded in Deed Book 2938, Page 36, *et. seq.*, of the Paulding County, Georgia, land records; and

WHEREAS, First Citizens Bank and Trust Company, Inc. executed an Assignment by Quitclaim of Declarant's Rights in favor of REO Funding Solutions, II, LLC, on October 28, 2011, recorded in Deed Book 02938, Page 0043, *et. seq.*, of the Paulding County, Georgia, land records; and

WHEREAS, REO Funding Solutions, II, LLC, currently owns a total of fifteen (15) undeveloped Lots within the Senator's Ridge community for the purpose of sale or development; and

WHEREAS, Declarant does not own any Additional Property as defined in the Declaration to be developed and/or submitted to the terms of this Declaration; and

WHEREAS, Article IX, Section 9.02 of the Declaration provides that the Declaration may be amended from time to time by the Declarant so long as Declarant is a property owner at Senator's Ridge Subdivision; and

NOW, THEREFORE, the Declaration is amended as follows:

1.

Article 1, Section 1.05 of the Declaration is hereby amended by deleting Section 1.05 in its entirety and replacing it with the following:

Section 1.05 Declarant. "Declarant" means REO Funding Solutions, II, LLC, and its successors and assigns, provided any such successor and assign acquires one or more

Bk 03002 Pg 1018

undeveloped Lots from the Declarant for the purposes of sale or development, and further provided that such successors and/or assigns are designated in writing by Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein. However, at all times there shall only be one (1) Declarant.

2.

Article I is hereby amended by adding a new Section 1.13 thereto as follows:

Section 1.12 Declarant Control Period. "Declarant Control Period" shall mean the period of time during which the Declarant is authorized to appoint and remove the members of the Board of Directors. The Declarant Control Period shall cease as of the date of this Amendment and those Board Members who are serving on the Board at the time that this amendment is recorded shall remain in place for the remainder of their elected or appointed terms until successors are elected at a duly called annual meeting thereafter. All of the express rights, obligations and privileges of the Declarant under the Declaration shall also cease as of the date of this Amendment, except for the rights, obligations and privileges of the Declarant which are expressly outlined further herein below. Declarant further expressly ratifies and approves the current Board of Directors serving at the time that this amendment is recorded in the Paulding County, Georgia, land records, and Declarant further ratifies and approves all actions taken by said Board (and all prior Boards) up to and including the date of the recording of this Amendment.

3.

Article III, Section 3.03(a) of the Declaration is hereby amended to delete the words "with the exception of the Declarant" therefrom; and

Article III, Section 3.03(b) and Section 3.03(c) are deleted in their entirety.

4.

Article IV of the Declaration is hereby deleted in its entirety and replaced with the following new Article IV:

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. The assessments for common expenses 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, as may be authorized by the Board.

Section 2. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Lot, other than the Declarant, for so long as Declarant owns a Lot in the community which has not been issued a Certificate of Occupancy, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, to be established and collected as hereinafter provided; and (iii) specific special assessments levied by the

3

Bk 03002 Pg 1019

Board hereunder against any particular Lot, including, but not limited to, reasonable fines imposed hereunder.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount permitted under Georgia law, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Paulding County, Georgia, records evidencing the lien created under this Declaration.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided, the annual assessments shall be paid on the first of January. No Owner, other than Declarant as outlined above, may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to provide services or perform its obligations required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided under Georgia law.

Section 3. Individual Assessments. Except as provided below, or elsewhere in the Declaration or the Bylaws, the amount of all common expenses shall be assessed against all Lots equally.

(a) Notwithstanding the above, the Board of Directors shall have the power to assess specific special assessments pursuant to this Section as, in its discretion, it shall deem appropriate against any Owner, except the Declarant. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority hereunder in the future.

(i) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specially assessed equitably among all of the Lots which are benefited according to the benefit received, other than the Declarant owned Lots.

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot(s) may be specially assessed against such Lot(s), including attorney's fees incurred by the Association, in enforcing the Declaration, Bylaws or Association rules and regulations.

Bk 03002 Pg 1020

For purposes of this Section, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

Section 4. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessments or any other charge, or any part thereof, is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum shall accrue from the due date.

If part payment of assessments and related charges is made, the amount received may be applied by the Board, in respective order, to costs and attorney's fees, late charges, interest, delinquent assessments, and current assessments.

(b) If assessments, fines or other charges, or any part thereof, due from an Owner remain delinquent and unpaid for more than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all assessments, including any special assessment, fines and/or other charges that have accumulated, without any further notice being given to the delinquent Owner.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred, and suspend the Owner's and Occupant's right to use the Common Area (provided, however, the Board may not deny ingress or egress to or from the Lot).

Section 5. Computation of Operating Budget and Assessment. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming year, and the Board shall establish the annual assessment or installments for the coming year. The maximum annual assessment may be increased by the Board at any time and from time to time during each

assessment year, but no more than twenty (20%) percent above the maximum annual assessment for the previous year; provided, however, the maximum annual assessment for each assessment year may at any time and from time to time be increased more than twenty (20%) percent above the maximum annual assessment for the previous assessment year if such increase is approved by a two-thirds (2/3) vote of the eligible Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.

The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The assessment will be due on the 1st of January. The budget and the assessment shall become effective unless disapproved at a duly called Association meeting by a vote of a majority of the total Association membership; provided, however, if a quorum is not obtained at the annual meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget is determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the Bylaws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of common expenses on which the Board may base the annual assessments.

Section 6. Special Assessments. In addition to other assessments authorized herein, the Board may at any time levy a special assessment against all Owners, except the Declarant; provided that special assessments over \$300 in any fiscal year shall have first been approved by a two-thirds (2/3) vote of the members of the Association who are present in person or by proxy at a duly called special or annual meeting of the members, notice of which shall specify that purpose.

Section 7. Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Units create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Paulding County, Georgia, land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure

purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments and other charges provided for in this Declaration, any Person, other than the Declarant, who acquires a Lot at a foreclosure sale of the mortgage of such Lot, or by deed in lieu of foreclosure, will be required to pay the Association a Foreclosure Administration Fee in the amount of \$1,500.00 at the time that the foreclosure deed or deed in lieu of foreclosure is recorded in the Paulding County, Georgia, land records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 8. Transfer Fee/Capital Contribution Assessment Upon Transfer of Lots. In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot, other than to the spouse or heir of the Owner, and other than conveyances and transfers made by the Declarant to a third party, and regardless of whether or not consideration was paid for same, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment").

The Capital Contribution Assessment shall be an amount equal to the annual assessment applicable to such Lot at the time of such conveyance or transfer. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific special assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

5.

Article V, Section 5.01(a) of the Declaration is hereby amended by deleting the second sentence thereof and replacing with the following:

All Members of the ACC shall be appointed by and serve at the pleasure of the Board of Directors. However, the ACC shall have no authority as to the Lots owned by the Declarant and the approvals and procedures required under Article V of the Declaration shall not apply to a Lot owned by the Declarant for so long as a certificate of occupancy has not been issued for said Declarant owned Lot. However, Declarant shall abide by the design standards and community-wide-standards which have been established in the community with regard to new construction. Once a certificate of occupancy has been issued, the ACC shall have authority over all subsequent exterior modifications thereafter.

7

Bk 03002 Pg 1023

6.

Article V, Section 5.11 of the Declaration is hereby amended by deleting the words "certified mail" in the third sentence thereof, and replacing it with "first class mail".

7.

Article VI, Section 6.22 of the Declaration is hereby amended by deleting the words "certified mail" in the third sentence thereof, and replacing it with "first class mail".

8.

Article VIII, Section 8.02 of the Declaration is hereby amended by deleting the words "certified mail" in the third sentence thereof, and replacing it with "first class mail".

9.

Article VI, Section 6.10 and Section 6.11 of the Declaration are hereby deleted in their entirety; and the last two paragraphs of Article VI, Section 6.25 of the Declaration are hereby deleted in their entirety.

10

Article VIII, Section 8.04 of the Declaration is hereby deleted in its entirety.

11.

Article IX, Section 9.01 and Section 9.02 of the Declaration are hereby deleted in their entirety and replaced with the following new sections:

Section 9.01 Duration. The covenants and conditions of this Declaration shall run with and bind the Properties perpetually to the extent allowed by Georgia law. If and to the extent Georgia law restricts the covenants from running perpetually, then these covenants shall run with and bind the land for a period of twenty (20) years from the date of this Amendment, and shall automatically renew for successive periods of twenty (20) years each thereafter.

Section 9.02 Amendments. This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the eligible members of the Association holding two-thirds (2/3) of the total eligible vote thereof. However, no future amendment to the provisions of this Declaration by the members shall be effective as against the Declarant or Declarant owned Lots for which a certificate of occupancy has not yet been granted without Declarant's consent, nor shall any future Amendment to the Declaration alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the Declarant for so long as Declarant owns a Lot for which a certificate of occupancy has not yet been issued; or to the holder of any

8

deed to secure debt encumbering any Lot or Common Area affected thereby unless such holder shall consent in writing thereto. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Paulding County, Georgia, land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Additionally, upon the date that all of the Lots owned by the Declarant have either been sold to third parties, or have been issued a certificate of occupancy, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration submit to the terms of the Georgia Property Owners Association Act, O.C.G.A. Section 44-3-220, et seq.

If legal action is not instituted to challenge the validity of this Declaration or any amendment hereto within one (1) year of the recording thereof in the Paulding County, Georgia land records, then such amendment or document shall be presumed to be validly adopted.

Section 9.03 Default Approval Procedure After Owner Non-response. It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under these documents. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending the Declaration or the Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of the Declaration or Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail, to all

Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

11.

Article X, Section 11.05 of the Declaration is hereby deleted in its entirety.

IN WITNESS WHEREOF, the Declarant has caused these amendments to be duly adopted, executed and sealed this 22 day of May, 2012.

REO FUNDING SOLUTIONS, II, LLC

Sworn to and subscribed to before me this 22 day of May, 2012. By: Julie K. Braun (Seal)

Julie K. Braun Title: Vice President (Seal)

Witness Constance Schaupp Notary Public [Notary Seal]



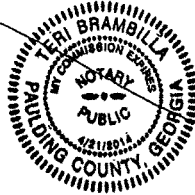
[CORPORATE SEAL]

Acknowledged with a copy provided to Senator's Ridge Homeowners Association, Inc., this 22 day of May, 2012.

SENATOR'S RIDGE HOMEOWNERS ASSOCIATION, INC.

Acknowledged by: Keith Beach (Seal) Keith Beach Title: Advisory Board President HOA Secretary

Sworn to and subscribed to before me this 22 day of May, 2012. By: Teri Brambilla (Seal)
Witness Teri Brambilla Notary Public [Notary Seal]



original next page

Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

11.

Article X, Section 11.05 of the Declaration is hereby deleted in its entirety.

IN WITNESS WHEREOF, the Declarant has caused these amendments to be duly adopted, executed and sealed this _____ day of _____, 2012.

REO FUNDING SOLUTIONS, II, LLC

Sworn to and subscribed to before me this 22 day of _____, By: _____ (Seal) 201____.

_____ Title: _____ (Seal)

Witness

[CORPORATE SEAL]

Notary Public [Notary Seal]

Acknowledged with a copy provided to Senator's Ridge Homeowners Association, Inc., this 22 day of May, 2012.

SENATOR'S RIDGE HOMEOWNERS ASSOCIATION, INC.

Acknowledged by: [Signature] (Seal)

[Signature]
HOA SECRETARY

Title: Advisory Board President

Sworn to and subscribed to before me this 22 day of May

[Signature]

Witness [Signature]
Notary Public [Notary Seal]

