

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
TO PROPERTY OF HEYDEN RIDGE PARTNERS, LLC.
AND BEING KNOWN AS HEYDEN RIDGE SUBDIVISION, AND BEING LOCATED
IN LAND LOTS 110 and 123 OF THE 11th DISTRICT,
HABERSHAM COUNTY, GEORGIA

Incorporating revisions approved by vote of the Heyden Ridge
Owner's Association membership on March 31 and July 31, 2011
(Changes to Sections 1.5, 1.13, 1.16, 5.1, 6.22, and 10.4)

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and published this 18th day of February, 2002, by Heyden Ridge Partners, LLC., (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land lying and being in Habersham County, Georgia, and being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof, (hereinafter referred to as the "Submitted Property"); and

WHEREAS, Declarant intends to develop on the Submitted Property, a subdivision to be known as "Heyden Ridge" (hereinafter referred to as the "Subdivision"); and

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the "Subdivision";

NOW THEREFORE, the Declarant hereby declares as follows:

- A. That the Submitted Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, restrictions and easements, all of which are in furtherance of a plan for Subdivision, improvement and sale of real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his/her heirs, successors and assigns.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

ARTICLE I — DEFINITIONS

The following terms, when used herein, shall have the meanings ascribed below:

- 1.1 "**Architectural Control Committee**" shall mean the committee established pursuant to Article V to supervise compliance with the "Design Standards."
- 1.2 "**Articles**" shall mean and refer to the Articles of Incorporation of the "Association," as amended from time to time.
- 1.3 "**Assessment**" shall mean and refer to an "Owner's" share of the charges, fees or other expenses from time to time assessed against the Owner by the "Association" in the manner herein provided.
- 1.4 "**Assessment Year**" shall mean the calendar year.
- 1.5 "**Association**" shall mean Heyden Ridge Owners Association, Inc., a Georgia non-profit corporation, or any successor thereof, charged with the duties and obligations of the Association hereunder, its successors and assigns.
- 1.6 "**Board**" shall mean the Board of Directors of the Association, duly elected and acting pursuant to the Articles and Bylaws.
- 1.7 "**Bylaws**" shall mean and refer to the Bylaws of the Association which have been adopted by the Board, as they may from time to time be amended.
- 1.8 "**Commencement Date**" shall mean the date designated by Declarant, upon which "Lots" become subject to Assessments.
- 1.9 "**Common Property**" shall mean all real and all personal property in which the Association owns an interest for the common use and enjoyment of all the "Owners." Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easements.

- 1.10 "**Declarant**" shall mean and refer to: (a) Heyden Ridge Partners, LLC., or (b) any successor-in-title to Heyden Ridge Partners, LLC in all or some portion of the Submitted Property provided such successor-in-title shall acquire such property for purposes of development and sale, and provided further, that in a written instrument, such successor-in-title is expressly designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance.
- 1.11 "**Design Standards**" shall mean those standards stated herein and the standards adopted, promulgated, amended, revoked and enforced by the Architectural Control Committee.
- 1.12 "**Lot**" shall mean a parcel of land designated as a lot on a "Plat" of the Subdivision that is recorded of record in the office of the Clerk of the Superior Court of Habersham County, Georgia.
- 1.13 "**Owner**" shall mean the record owner (including Declarant), whether one or more persons or entities, of the 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. "Owner" shall further mean and include Declarant until one (1) year after the sale of the last lot proposed to be developed on the Property described in Exhibit "A" hereto attached.
- 1.14 "**Restrictions**" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.
- 1.15 "**Submitted Property**" means the property described in Exhibit "A" hereto attached and by reference made a part hereof.
- 1.16 "**Two-Thirds Vote**" means a favorable vote by at least two-thirds (2/3rds) of the votes which are represented in person, by proxy, or by mailed or electronic ballot, and voting by mail, by electronic means, or at a meeting of Owners duly held in accordance with the provisions of the Bylaws of the Association and this Declaration.
- 1.17 "**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 of 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 Improvements 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.
- 1.18 "**Subdivision**" means the Property subdivided, having a plat made thereof, and approved by Habersham County, Georgia, and any property subsequently added thereto by amendment.
- 1.19 "**Plat**" or "**Plats**" means the subdivision plat recorded in the Office of the Clerk of Superior Court of Habersham County, Georgia.

ARTICLE II — COMMON PROPERTY

2.1 Conveyance of Common Property

2.1.1 The Declarant may from time to time convey real and personal property to the Association, or grant easements to the Association to be held by the Association as Common Property. The Association hereby covenants and agrees to accept from the Declarant, and shall be deemed to automatically accept, all such conveyances of Common Property.

2.1.2 Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Submitted Property owned by the Declarant and designated as Common Property, future 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 third party, municipality or other governmental body, agency or authority.

2.2 **Right of Enjoyment.** Every Owner shall have a right and easement to use and enjoy the Common Property, which right and easement 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 Owners. The right and easement of enjoyment granted or permitted by this Section 2.2 is subject to suspension by the Association as herein provided.

ARTICLE III — THE ASSOCIATION

3.1 **Purposes, Powers and Duties of the Association.** The Association shall be formed as a nonprofit corporation for the sole purpose of performing certain functions for the common good and general welfare of the inhabitants of the Subdivision. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code; and (b) shall have the power and duty to exercise all of the duties and obligations of the Association as set forth in this Declaration.

3.2 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration or the Bylaws of the Association.

3.3 Board of Directors. The affairs of the Association shall be managed by the Board. The number of Directors and the method of election of Directors shall be as set forth in the Bylaws.

3.4 Suspension of Membership. The Board may suspend the voting rights of any Owner and the right of enjoyment of the Common Property of any person who (a) shall have failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards within thirty (30) days after having received notice of the same pursuant to the provisions hereof; (b) shall be delinquent in the payment of any Assessments; or (c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of the Common Property.

3.5 Control by Declarant. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles or in the Bylaws, the Declarant hereby retains the right to appoint and remove any member or members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur (a) until one (1) year after the sale of the last lot of all proposed lots to be developed on the Property described in Exhibit "A" hereto attached; or (b) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section 3.5, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. Each Owner, by acceptance of a deed to, or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section 3.5.

3.6 Meetings. No meeting of the Association can take place unless at least one member of the Declarant is present and empowered to vote in behalf of the Declarant. Until the Declarant has surrendered its voting rights, any action taken by the Association at which a member of the Declarant was not present and empowered to vote shall be void.

ARTICLE IV — ASSESSMENTS

4.1 Covenant for Assessments and Creation of Lien and Personal Obligation. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows: (a) to pay to the Association the annual Assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him; (b) to 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 Lots owned by him; (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such Assessments are made to secure payment of such Assessments and any interest thereon as provided herein and costs of collection, including reasonable attorney's fees; (d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns; (e) 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; and (f) that all annual and special Assessments 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 or Lots as provided in this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him.

4.2 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 inhabitants of the Subdivision, including, but not limited to, security services and systems; the acquisition, construction, improvement, maintenance, and equipping of Common Property; the enforcement of the Restrictions; the enforcement of the Design Standards; the payment of operating costs and expenses of the Association; and the payment of all principal and interest when due on all debts owed by the Association.

4.3 Annual Assessment. Each year the Declarant will set the annual Assessment. Unless otherwise stated, said annual assessment shall be due and payable within thirty (30) days from the date the annual assessment is set. Annual Assessments may be amended by Declarant at any time without notice to the Owners or members of the Association.

4.4 Special Assessment 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.

4.5 Assessment Procedure. 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. All Owners shall be given written notice by the Board not less than ten (10) nor more than thirty (30) days in advance of any meeting of the Owners at which the Board shall propose taking action pursuant to Section 4.4. For the purposes of this Section

4.5, the presence of Owners or of proxies entitled to cast fifty (50) percent of all of the votes shall constitute a quorum.

4.6 Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate for all Lots.

4.7 Effect of Nonpayment of Assessment. Any annual Assessment which is not paid on or before the Due Date and any special Assessment which is not paid on or before the date set by the Board shall bear interest after the Due Date with respect to annual Assessments or the date set by the Board with respect to special Assessments, at the lower of the highest legal rate of interest which can be charged or the rate of eighteen (18) percent per annum. 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. Any such unpaid portion together with interest and costs of collection, including reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as a lien on such Owner's Lot enforceable in accordance with the provisions of this Declaration.

4.8 Approval by Declarant. Notwithstanding anything to the contrary contained herein, no Assessment shall be made without the approval of Declarant for so long as Declarant has the right to appoint officers and directors of the Association.

ARTICLE V — ARCHITECTURAL CONTROL

5.1 Architectural Control Committee — Creation and Composition. The Architectural Control Committee shall be appointed by the Declarant until the last lot of all proposed to be developed on the property described in Exhibit A has been developed and sold. Upon the expiration of Declarant's right to appoint members of the Architectural Control Committee, all members of the Architectural Control Committee shall be appointed by the Board. All costs of operating the Architectural Control Committee shall be borne by the Association.

5.2 Purposes, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that any installation, construction, or alteration of any Structure on any Lot shall be submitted to the Architectural Control Committee for approval: (a) as to whether the proposed installation, construction or alteration complies with the Design Standards and is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Subdivision; and (b) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. The Architectural Control Committee shall adopt and promulgate the Design Standards and shall, as required, make findings, determinations, rules, and orders with respect to the conformity with the Design Standards or plans and specifications submitted to the Architectural Control Committee for approval pursuant to the provisions of this Declaration. The decision of the majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

5.3 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 Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless two (2) sets of plans and specifications have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall contain such information as may be reasonably required by the Architectural Control Committee, including, but not 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 backfilling and landscaping are completed; (e) specifications of material, 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.

5.4 Approval of Plans and Specifications. The Architectural Control Committee will make the final approval decision in writing based on the site plan, exterior elevations, materials and details. Any changes or modifications must be first submitted for the Architectural Control Committee's approval prior to construction of those changes. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right in its discretion, to disapprove similar plans and specifications or any of the features or 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 plans and specifications relating to any such Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter.

ARTICLE VI

GENERAL COVENANTS, RESTRICTIONS AND DESIGN STANDARDS

6.1 Residential Use of Property. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant or any builder of homes in the Subdivision from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on any business related to the improvement, construction, marketing and sale of the Lots, including the use of a home as a model home, sales center, production office, construction office and marketing office.

6.2 Single Family Dwellings. No dwelling unit shall be permitted on any Lot that has a heated floor area of the main structure, exclusive of one-story open porches, and garages, of less than 1,800 square feet, with at least 1,400 square feet on the ground floor.

6.3 Walls and Fences. No fence or wall shall be erected, placed, or altered on any lot, unless approved in writing by the Architectural Control Committee. All fences facing the street or the front of any lot shall be wood construction, in concert with the natural surroundings, split-rail or other open styling, with height not exceeding forty-eight (48) inches. No chain-link fences shall be placed on any lot unless fully screened, by trees or shrubbery, from view from adjacent lots and the street.

6.4 Subdivision of Lots. Two or more lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee.

6.5 Garages. All garages must be large enough to accommodate at least two (2) automobiles. All garages shall have doors.

6.6 Mail Boxes and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name, signs for such receptacles, as well as property identification.

6.7 Use of Outbuildings and Similar Structures. Except as otherwise provided in this Section 6.9, no structure of a temporary nature shall be erected or allowed to remain on any Lot, unless approved in writing by the Architectural Control Committee, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be situated on any Lot, either temporarily or permanently, unless approved in writing by the Architectural Control Committee. No fuel tanks shall be located on any Lot.

6.8 Completion of Construction. The Architectural Control Committee shall have the right to take appropriate action, whether at law or in equity, to compel the immediate completion, including landscaping, of any Structures not completed within twelve (12) months from the date of commencement of construction. Construction shall be deemed to commence on the date of issuance of the building permit. Any decision as to whether or not construction is complete shall be in the sole discretion of the Declarant or the Association.

6.9 Animals. No animals, livestock (other than horses) or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Horses may be allowed with the express permission of the Declarant.

6.10 Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become any annoyance or nuisance to the Owners. The determination of what constitutes "offensive activity" shall be in the sole discretion of the Declarant or the Association.

6.11 Unsightly Conditions. Activities which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any lot. The determination of what constitutes disorderly, unsightly or unkempt conditions shall be in the sole discretion of the Declarant or the Association.

6.12 Clearing of Lots. One of the principal purposes of this Declaration is to minimize the disturbance of the state of the Property during the construction period and thereafter. No healthy trees measuring six inches or more in diameter at a point two feet above ground level, flowering trees or shrubs may be removed without the written approval of the Architectural Control Committee, unless necessary in the construction of said house, driveways or walkways. Cleared areas for any house itself shall not exceed an average of 15 feet on either side and 40 feet on the front and rear of the Structure, unless approved in writing by the Architectural Control Committee.

6.13 Antennae and Satellite Dishes. No radio or television transmission or reception towers or antennae shall be erected on any Lot other than customary antennae which do not exceed ten (10) feet in height above the roof-ridge line of any house, and which are mounted on the rear of the house, unless approved in writing by the Architectural Control Committee. In no event shall free standing transmission or receiving towers be permitted. No satellite dishes or other satellite transmission receivers shall be placed or erected on any lot unless such satellite dish is smaller than 36 inches in diameter and is mounted on the rear so that such satellite dish is not visible from any street.

6.14 Mobile Homes, Trailers, Trucks, School Buses. No house trailer or mobile homes of any kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity shall be kept, stored, or parked overnight either on any street or on any Lot, except such vehicles which are parked entirely within enclosed garages.

6.15 Garbage and Refuse Disposal. No person shall dump rubbish, garbage, or any other form of waste on any Lot or on the Common Property.

6.16 Driveways and Entrances to Garages. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality.

6.17 Off-Street Parking. Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles and other vehicles, including, without limitation, unlicensed vehicles.

6.18 Landscaping. All landscaping plans shall be submitted to and approved by the Architectural Control Committee.

6.19 Maintenance of Lots. Each Lot shall be maintained free of unsightly and unsanitary conditions, and grass and landscaping shall be properly maintained. Should any Owner fail or refuse to maintain his Lot in such condition, the Association shall be entitled to provide written notice to such Owner of the deficiencies in maintenance, as determined by the Association. If such deficiencies in maintenance are not corrected within thirty (30) days after receipt of such written notice by such Owner, the Association may, at the expense of the Owner, enter the lot and perform such maintenance. The cost of such

maintenance may be specially assessed against the Owner of such lot, and the Association shall have lien rights as in the case of other assessments. The provisions of this Paragraph permitting the Association to perform maintenance and assess the cost thereof shall not apply to any lots owned by Declarant.

6.20 Entrance Monuments. Declarant shall have the right to construct an entrance monument at the entrance of the Subdivision without the proper approval of the Architectural Control Committee. The Association reserves the right to enter onto these lots for maintenance of said monuments.

6.21 Clotheslines. No outside clotheslines placed on any lot shall be visible from any adjacent Lot, Common Property, or street.

6.22 Design Standards. Without notice to any Owner, the Architectural Control Committee may enforce the Design Standards. Any additions to or amendments of the Design Standards, or revocation of any portions thereof, must be approved by a Two-Thirds Vote of the membership.

6.23 Preconstructed Homes. No mobile, modular, prefab home or homes constructed in whole or in part off of any lot will be allowed on any lot.

6.24 Signs. No signs of any kind or any billboards or high and unsightly structures shall be erected or displayed to public view on any lot, except that after obtaining written permission of Declarant, its successor or assigns, one sign of not more than six (6) square feet may be used to advertise the property for sale and, subject to such written permission, appropriate signs may be used by a builder to advertise property during construction and sales. The Declarant shall be authorized to withhold approval or consent until information as to the size, style and color of any proposed sign permitted hereunder is furnished. The Declarant may additionally withhold consent for the placement of any such sign at any time for any purpose.

6.25 Building Set-backs. All buildings shall be set back one hundred (100) feet from the right-of-way. Any variances must be approved by the Architectural Review Committee.

ARTICLE VII — EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.1 Easements

7.1.1 Declarant hereby expressly reserves to the Declarant, and its successors and assigns as Declarant, forever, the right to create perpetual easements in, on, over and under any part of the Submitted Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not of limitation, the following: (a) the erection, installation, construction and maintenance of wires, lines, 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; (b) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function; (c) 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; (d) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and (e) maintenance of entrance monuments.

7.2 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 the Plat relating thereto.

7.3 Entry. The Declarant and its employees, agent, successors and assigns, shall have the right at all reasonable times to enter upon all parts or 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 7.3. The Declarant and its employees, agents, successors and assigns shall be following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.1.

7.4 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 regulation 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 this Declaration, the most restrictive provision shall govern and control.

ARTICLE VIII — ENFORCEMENT

8.1 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by: (a) the Declarant so long as it is an Owner; (b) the Association; and (c) each Owner, his legal representatives, heirs, successors and assigns.

8.2 Collection of Assessments and Enforcement of Liens. Any Assessments which are not paid when due shall be delinquent. Any Assessment due for a period of thirty (30) days shall incur a late charge of Thirty Dollars (\$30.00). In the event

that the Assessment remains due and unpaid for a period of sixty (60) days, the Association, through the Board, may institute suit to collect such amounts or to foreclose its lien.

8.3 No Waiver. The failure of the Declarant, the Association, the Owner of any Lot, or his legal representative, 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

9.1 Duration. The Declaration and the Restrictions contained herein shall run with and bind the Submitted 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 the county in which the Submitted Property is located, after which time this Declaration and the Restriction 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 the Clerk of the Superior Court of Habersham County, Georgia, or in 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 Two-Thirds Vote.

9.2 Amendments. So long as Declarant owns any of the property described in Exhibit "A" hereto attached, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Office of the Clerk of the Superior Court of the county in which the Submitted Property is located, without the approval of any Owner, Mortgagee or the Association. This Declaration and the Restrictions contained herein may be amended by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Habersham County, Georgia, pursuant to a resolution approving such amendment which is approved by Two-Thirds Vote.

ARTICLE X — MISCELLANEOUS

10.1 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.

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

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

10.4 Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to the Declaration, whether made by the Declarant, the Association, the Architectural Control Committee, an Owner, or any person, shall be in writing, and shall be deemed to have been duly given or made if either delivered personally or mailed by Certified Mail, Return Receipt Requested, addressed to the parties, at the addresses set forth below:

Association Heyden Ridge Owners Association, Inc.
 P.O. Box 701
 Clarkesville, Georgia 30523

Owners: Each Owner's address as registered with the Association in accordance with the Bylaws or,
 if no address has been registered, at the Owner's Lot.

10.5 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 by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind of such unenforceability, and each and every Owner, by acceptance of a deed conveying a lot, acknowledges that Declarant shall have no such liability. Neither the board, the directors, the officers of the Association, nor the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such board, directors, officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify, defend and hold harmless each of the board, directors, officers, Declarant, and its respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns, in accordance with the provisions of the Bylaws.

10.6 Constructive Notice. Each Owner, by his acceptance of a deed or other conveyance of a Lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this Declaration.

10.7 Binding Effect. This Declaration shall be binding upon the undersigned, their heirs, administrators, successors and assigns. Said Declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment.

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

Signed, sealed and delivered

in the presence of:

Witness

DECLARANT:

Heyden Ridge Partners, LLC

BY: _____ [Signed]
Calvin Wilbanks

Title: _____ Partner

[Notarized by Denise Dill]