

RETURN AFTER RECORDING TO:

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**DECLARATION OF PROTECTIVE COVENANTS FOR
TRELAWNEY SUBDIVISION
UNITS THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, AND NINE**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR TRELAWNEY SUBDIVISION UNITS THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, AND NINE (“Declaration”) is made this _____ day of _____, 202_ by agreement of the owners within the Trelawney subdivision as set forth below.

W I T N E S S E T H:

WHEREAS, between February 24, 2000 and February 18, 2005, the developer of Trelawney Subdivision recorded a series of Declarations of Protective Covenants for various Units of Trelawney Subdivision (Units One, Two, and Ten) in the land records of Newton County, Georgia (collectively, such declarations are hereinafter referred to as the “Original Declarations”);

WHEREAS, the Owners of certain Lots located within Units Three through Nine of Trelawney Subdivision have determined that it is in the best interests of said Owners, and said Owners desire, to subject their respective Lots to this Declaration of Protective Covenants for Trelawney Subdivision Units Three, Four, Five, Six, Seven, Eight, and Nine and to submit such Lots to the terms and provisions of the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*, and become members of the Trelawney Homeowner’s Association, Inc.;

WHEREAS, the Owners of Lots located within Units Three through Nine of Trelawney Subdivision, described on Exhibit “C” attached hereto and incorporated herein by this reference, have the right, now or at any time in the future, to consent to the terms and conditions of this Declaration and thereby subject their respective Lot(s) to such terms and conditions;

THIS DECLARATION SUBJECTS THE PROPERTY SUBJECT TO THE DECLARATION TO THE GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

WHEREAS, certain Owners have elected to consent to the terms and conditions of this Declaration and have subjected their Lots to such terms and conditions as evidence by the consents of such Owners attached hereto as Exhibit “A” and incorporated herein by this reference;

WHEREAS, the Lots within Units Three, Four, Five, Six, Seven, Eight, and Nine of Trelawney Subdivision which have been subjected to this Declaration are described on Exhibit “B” attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, Trelawney Homeowner’s Association, Inc., a Georgia nonprofit corporation, is the “Association” as such term is used and defined in the Original Declarations and this Declaration, and consents to the terms and conditions of this Declaration;

NOW, THEREFORE, it is hereby declared that those portions of the Property subjected to this Declaration by the Owners thereof, and any additional portions of the Property which may hereafter be subjected to this Declaration by the Owner(s) thereof, shall be held, sold, and conveyed subject to the covenants, conditions, restrictions and easements set forth in this Declaration, which are for the purpose of protecting and preserving the value and desirability of the Property and which shall run with the Property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in and to such Property, their heirs, successors, successors in title, and assigns, and which shall inure to the benefit of each such party.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1.0 Association: Shall mean Trelawney Homeowner’s Association, Inc., a Georgia nonprofit corporation.

1.1 Developer: Shall mean Singleton Development Corp., a Georgia corporation.

1.2 Builder: Shall mean any person, firm, corporation, partnership, or other entity that has purchased a Lot from the Developer for the purpose of erecting a structure thereon.

1.3 Architectural Control Committee: Shall mean and refer to a committee, as described more fully in Article 2 herein, established for the general purpose of regulating the external design, appearance, use and maintenance of all Lots subject to its control, as such powers and duties are more fully set out in this declaration, in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures.

1.4 Declaration: Shall mean this Declaration of Protective Covenants, as recorded in the Superior Court Clerk's Office in Newton County, Georgia, as hereafter supplemented or amended.

1.5 Lot: Shall mean any numbered parcel of land shown on the recorded plats of survey for the Property or as similarly shown on any supplemental surveys of such tract.

1.6 Owner: Shall mean the record owner (including the Developer), 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 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.

1.7 Property: Shall mean that certain real property described on Exhibit “B,” attached to this Declaration and incorporated by this reference.

1.8 Restrictions: Shall mean all covenants, restrictions, easements, charges, liens, and other obligations created or imposed by this Declaration.

1.9 Structure: Shall mean:

- (a) Anything of which could be placed upon any Lot which may affect the appearance of said Lot, including, but not limited to, any building, or part thereof, a garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, shed, greenhouse, paving signage, or temporary or permanent improvements.
- (b) Any excavation, grading, fill, ditch, diversion dam or other thing or devise 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.

ARTICLE 2 - ARCHITECTURAL CONTROL

2.0 Architectural Control Committee (“ACC”)

- (a) No structure shall be commenced, erected, placed, or 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 Lot, unless plans and specifications have been submitted to and approved in writing to the Architectural Control Committee. Such plans and specs shall be in such form to contain such information as may be reasonably required by the ACC.
- (b) All plans shall be submitted to the ACC for approval: (1) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and of general quality with the existing standards of the development, and (2) as to the location of the structures with respect to topography, finished ground elevation and surrounding structures. After final approval of said plans and specifications, no changes may be made without the consent of the ACC. The signature of the designated member of the ACC shall be sufficient for this approval under this Declaration. Approval of said plans shall be

final as to that Lot or Structure and such approval may not be revoked thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any condition attached to any such approval. In the event a plan is disapproved by the ACC, the ACC will, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and re-submitted for approval.

- (c) The ACC will take action on any plans within thirty (30) days after receipt. Approval, if granted, together with any conditions imposed, shall be placed in writing on the plans themselves, and returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.
- (d) If any structure shall be erected or altered upon any Lot, otherwise than in accordance with the plans and specifications as approved by the ACC, such erection or alteration shall be deemed to have been undertaken in violation of this Declaration and without the approval required herein. The ACC shall, in this case, provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific actions required to remedy the violation. If the Owner does not take reasonable steps within thirty (30) days after the mailing of the notice by the ACC, the ACC shall have such rights and remedies as are available under Article 5 hereof.

ARTICLE 3 - GENERAL COVENANTS AND RESTRICTIONS

3.0 Application: The Covenants and Restrictions contained herein shall apply and pertain to all Lots and structures erected or placed thereon.

3.1 Restriction of Use - Single Family Dwellings: Lots may be used for single-family residential purposes only and for no other purpose; provided, however, that Association may utilize any one or more Lots, or portions thereof, for the development of easements for an Area of Common Responsibility, neighborhood entrance signage, and maintenance of same or for dedicated public roads, subject to applicable governmental regulations. No temporary house, shack, or tent shall be erected on said Lots or parcels to be used for residential or church purposes and no Lot may be used for schools or kindergartens. No structures of a temporary character shall be placed upon any Lot at any time except that this prohibition shall not apply to shelters used by contractors during the construction of a dwelling so long as these temporary shelters are not used as residences and are removed after completion of construction. No mobile home, living trailer, modular home or prefabricated home shall be permitted on any of the Lots of said Subdivision.

3.3 Land Use: The property shall be used for residential purposes. At no time shall any Lot be used for or converted to any business, commercial or otherwise, or for any other non-residential use.

3.4 Completion of Structure: Before any house may be occupied it must be completely finished on the exterior in accordance with plans approved by the ACC, and a Certificate of Occupancy issued by the proper authorities in Newton County, Georgia,

3.5 Completion of Driveways and Sidewalks: All driveways and driveway surfaces must be paved including any walkways. All driveways must have minimum width of 10 feet and be paved with concrete from street to garage entrance of dwelling. All sidewalks must have minimum width of four (4) feet, begin 60" from the curb, and be paved with concrete. All sidewalks shall run continuous with the curb.

3.6 No exposed Block: Whenever any buildings are erected on any lot or parcel that are constructed in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry units, such portion of construction shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finished grade. Such approval must be obtained from the ACC.

3.7 No Refuse, Animals or Poultry: No Lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any Lot or parcel be used for the keeping and breeding of livestock, animals or poultry of any kind, except that household pets maybe kept, provided they are not kept for breeding or maintained for commercial purposes. No animal shall be allowed to become a nuisance. All homeowners and their guests shall abide by the Animal Control Laws in Newton County, Georgia.

3.8 Mailboxes: Mailboxes shall be built according to the character of the subdivision and shall compliment the house and the neighborhood. Any mailboxes installed in replacement of those installed by Builders shall conform in design and structure to the mailbox being replaced,

3.9 Parking of Vehicles, Recreational Vehicles and Trailers: No campers, motor homes, trailers, boats, equipment or other similar vehicles shall be parked on any portion of any Lot that is not paved. No motor vehicles, including, but not limited to, automobiles, trucks, tractors or buses, which are not operational and/or not operated for more than a period of seven (7) calendar days cannot be stored on any lot Any street parking must be limited to guests only, and only for operational vehicles. **Notice: Any type of vehicle that is left parked on any lot or on a public street and is not operational for more than (7) calendar days will be towed at the owner's expense, without any further notice.** No major automobile repairs, excluding tune-ups and normal maintenance, shall be performed outside of an enclosed garage on any Lot of said Subdivision. No accumulation of vehicles, other than those used and operated by an Owner, his/her family or guest shall be permitted on any Lot of said Subdivision or any street adjacent thereto. No commercial vehicles shall be parked or stored on any Lot or in the street

adjacent thereto. No house trailer, mobile home, motor home, recreational vehicle, camper, boat, or boat trailer or like equipment shall be permitted on any Lot of adjacent street; they must be placed in such a location so as not to deter from the appearance of the neighborhood, and said placement must be approved by the ACC or the Association.

3.10 Garbage and Refuse Disposal: Trash, garbage and other waste shall not be kept except in sanitary containers and said containers shall be kept in a location not visible from the street except on days designated for trash collection or pickup.

3.11 Additional Buildings or Structures: Any building or structure which is added to or constructed apart from the main residence must conform to the design and exterior of the main residence on said Lot. Plans of any such additional building or structure must be approved in writing by the ACC prior to its construction on any Lot. All additional buildings or structures must be constructed on a concrete slab. There shall be no prefabricated or haul-in structures installed on any Lot.

3.12 Fencing: No fencing shall be permitted in the front yard of residence. Any fencing erected must start at the back corner of the dwelling and be of residential design. Any portion facing the street must be wooden, or wooden in appearance, and all other portions must be vinyl or vinyl-coated chain link, if also not wooden. Dog pens may be erected but cannot be visible from the front of the street. Any such fencing installed must be approved in writing by the ACC.

3.13 Wiring: All wiring shall be underground from the point where each Lot or parcel of land meets the right-of-way.

3.14 Carport: No open carport shall be permitted. Each home will have a double garage with doors.

3.15 Signs: No signs of any kind shall be displayed to public view, except these Covenants shall permit the display of one sign of not more than 5 feet square advertising property for sale.

3.16 Clotheslines, Air Conditioners and Playground Equipment: No outside clothesline will be permitted. Window mounted air conditioning units may be used but cannot be visible from the street. Recreational and playground equipment shall be placed or installed only upon the rear portion of any Lot.

3.17 Building Lines: No building shall be located nearer to a street line than 35 feet. nor nearer to any side Lot line than 10 feet. For purposes of this covenant, eaves, steps or open porches not covered by roof structure shall be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building or construction of any Lot to encroach upon another Lot. not shall any Lot parcel be reduced or subdivided.

3.18 Dwelling Size: Dwelling buildings erected on any Lot shall contain a minimum of 1750 square feet of finished heated space for a dwelling. The terms, "heated space", "floor space", "habitable area", and "enclosed dwelling area" as used in these Covenants shall mean the total enclosed area within the dwelling; however, such terms do not include finished or unfinished bonus rooms, garages, terraces, decks, open porches or any similar finished or unfinished areas.

3.19 Roof Pitch and Roofing Materials: All homes will have a minimum roof pitch of 8/12. Roofing material shall be asphalt or fiberglass of a black color and must be specified when submitting plans and specifications to the ACC for approval.

3.20 Easements: Access to or the use of drainage and utility easements shall not be restricted in any way. Furthermore, natural drainage shall not be diverted or changed without the written consent of the ACC or the Association.

3.21 Radio and Television Antennae - Satellite Dishes: All exterior radio, television aerials and satellite dishes must be approved in writing by the ACC, prior to installation. Any satellite dish measuring 24" or smaller may be placed on any Lot or dwelling, provided it is not visible from the front of dwelling.

3.22 Landscaping and Property Maintenance: The Builder erecting a structure on any Lot is required to install sod in the front and side yards, extending to the back corner of the structure. Corner Lots will have a minimum 12 foot belt contiguous with the curb. All landscaping designs must contain a lawn of tuft green Bermuda, Zoysia, or Centipede sod. The sod shall be installed to cover the entire front lawn. Side yard sod installation must extend to the rear corner of the dwelling. The grounds of each Lot, once a structure is completed, whether vacant or occupied, shall be maintained in a neat, attractive condition, with the first 35 feet from the street being landscaped. Each owner shall keep and maintain each Lot and Structure owned by him/her/them, as well as all landscaping located thereon, in good condition and repair, including but not limited to (a) the repair and painting (or other appropriate external care) of all structures; (b) the seeding, watering, and mowing of all lawns; and (c) the pruning and trimming of all 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 or the Association, any owner has failed to perform the duties imposed by this Section, the ACC or the Association shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner fails to take reasonable steps to remedy the condition within fifteen (15) days of the mailing of said written notice by Certified Mail, the ACC or the Association shall have the rights and remedies set forth in Article 5 hereof.

3.23 Exterior Construction Materials: All homes built in TRELAWNEY Subdivision shall have brick or stone accent with siding as plan approved.

3.24 Leasing: The leasing of Lots shall be governed by this Section 3.24. No leasing of Lots is permitted except as provided herein. Additionally, the Association’s Board of Directors shall have the power to make and enforce reasonable rules and regulations regarding leasing and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section.

- (a) **Definition of Leasing:** For purposes of this Declaration, “Leasing” is defined as the regular, exclusive occupancy of a Lot by any Person other than the Owner. The term Leasing shall expressly include, without limitation, (1) occupancy of a Lot under a lease-purchase arrangement; (2) occupancy under a house sitting arrangement for the purpose of maintaining occupancy of a Lot pending the sale of the Lot, and (3) any leasing or occupancy arrangements through AirBnb, HomeAway.com, VRBO and other similar service providers or platforms. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence shall not constitute Leasing hereunder. Any transaction which does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing.
- (b) **Authorized Leasing:** Owners may lease their Lots only if they have applied for and received a Leasing Permit or Hardship Leasing Permit from the Association.
 - (i) **Grandfathered Owners:** Any Owner who is lawfully leasing his or her Lot for an initial term of six (6) months or longer upon the date this Declaration or a supplement to this Declaration submitting the Owner’s Lot to the Declaration is recorded in the Newton County, Georgia land records (“**Effective Date**”) shall be a “Grandfathered Owner” and will be permitted to continue leasing such Lot as long as such Owner owns the Lot, subject to the terms and provisions of this Declaration. Any such Grandfathered Owner will be issued a Leasing Permit which shall remain in effect until the conveyance for value of the Lot, at which time the grandfathered status shall end and the Lot and any successor Owner shall be subject to the terms and provisions of this Amendment. For purposes of this Section, “conveyance for value” means any transfer of the Lot for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the Lot for consideration in the amount of \$100.00 or more. Leasing Permits issued to Grandfathered Owners shall be counted against the Leasing Cap, as defined below, but shall not be subject to the Leasing Cap.
 - (ii) **Non-Grandfathered Owners:** Owners who do not qualify as a Grandfathered Owner may apply for a Leasing Permit by submitting an application for a Leasing Permit to the Board. An application form for this purpose may be maintained by the Board and provided to Owners upon request. Upon receipt of an Owner’s completed application, the Board shall issue a

Leasing Permit to the Owner if the total number of Leasing Permits then issued to Lots in the Development is less than twenty-five percent (25%) of the total number of Lots in the Property (the "Leasing Cap"). Owners who have been denied a Leasing Permit due to the Leasing Cap shall be placed on a waiting list to be issued a Leasing Permit, if they so desire, when a Leasing Permit becomes available. The Board may refuse to issue any Leasing Permit if the Owner is shown on the Association's books and records to be more than thirty (30) days delinquent in the payment of any assessment or charge owed to the Association or if the Owner is otherwise in violation of the Declaration, Bylaws, Rules and Regulations or any applicable law or ordinance.

(iii) **Hardship Leasing Permits:** If an Owner is unable to obtain a Leasing Permit due to the Leasing Cap, and the inability to lease will result in an undue hardship to the Owner, then the Owner may apply to the Board for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion, and may consider any factors, including, without limitation, the following: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Development if the Permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. The term of a Hardship Leasing Permit shall not exceed one (1) year unless otherwise approved in writing by the Board, though Owners may apply for additional Hardship Leasing Permits. The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guarantee that an Owner is entitled to or will receive a Hardship Leasing Permit. Hardship Leasing Permits shall be automatically revoked if, during the term of the Hardship Leasing Permit, the Owner is approved for and receives a Leasing Permit.

(iv) **Expiration and Revocation of Leasing Permits:** Except for Leasing Permits issued to Grandfathered Owners, Leasing Permits and Hardship Leasing Permits shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, or (c) a corporation, partnership, company, or legal entity in which the Owner or such Owner's spouse are the sole principals); (ii) the failure of an Owner to lease his Lot within ninety (90) days of the date the Leasing Permit was issued; (iii) the failure of an Owner to have his Lot leased for a period of ninety (90) consecutive days at any point after the expiration or termination of the initial lease; (iv) the

Owner moves back into the Lot; or (v) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

- (c) **Two-Year Ownership Requirement:** No Owner other than a Grandfathered Owner shall lease a Lot or be eligible for a Leasing Permit unless such Owner has owned the Lot for a period of at least two (2) consecutive years.
- (d) **General:** All leases shall have a minimum term of at least one (1) year, and short-term or transient occupancy of a Lot is prohibited. Lots may only be leased in their entirety; no fraction or portion of a Lot may be leased. The Owner shall provide the Association with a copy of the lease within ten (10) days of receipt of a written request by the Association. Any Owner leasing a Lot shall provide the lessee with a copy of the Declaration, By-Laws, and rules and regulations of the Association (the “**Governing Documents**”), and all leases shall require the lessee to acknowledge receipt of and obligate all occupants to comply with the Governing Documents. Any violation of the Governing Documents by a tenant or other occupant of a leased Lot shall be a default under the lease and shall authorize the Owner to terminate the lease and evict the tenant. The Association may bring an action against the Owner and/or tenant for damages and/or injunctive relief, or may impose fines and other sanctions under the Governing Documents for violations of the Governing Documents. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. If the Association imposes a fine by any violation of the Governing Documents by a tenant, or any guest, invitee, licensee, or family member of a tenant, such fine may be assessed against tenant and/or the Owner.
- (e) **Liability for Assessments:** When a Lot Owner who is leasing his or her Lot fails to pay any general or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation,

including the obligation for assessments, for which he or she would otherwise be responsible.

- (f) **Occupancy of a Lot by Entity Owner or Minority Interest Co-Owner:** If an Owner of a Lot is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person (hereinafter, an “Entity Owner”), or if an Owner of a Lot is comprised of more than one (1) person holding undivided percentage interests (hereinafter, a “Co-Owned Lot Owner”), the Entity Owner or Co-Owned Lot Owner shall designate in writing to the Board the name(s) of the Person(s) who will occupy the Lot. Neither an Entity Owner nor a Co-Owned Lot Owner may change the designated Person(s) to occupy the Lot more frequently than once every twelve (12) months, without the express written consent of the Board as determined in the Board’s sole discretion. An Entity Owner or Co-Owned Lot Owner shall provide such documentation as is required by the Board to determine, in its sole discretion, that a Lot is not being leased in violation of the Declaration. Failure to provide the required documentation shall be sufficient grounds for the Board to prohibit occupancy of the Lot by the designated occupant. Notwithstanding anything contained herein to the contrary, the Board may prohibit occupancy of the Lot by a Person designated for occupancy by the Entity Owner or a Co-Owned Lot Owner as an owner occupant Lot if the Board determines, in its sole discretion, that the occupancy arrangement is in substance a lease and was created for the purpose of circumventing the leasing restrictions set forth in this Section 3.24.
- (g) **Short-Term Rentals:** The short-term leasing of Lots and other arrangements for short-term or transient occupancy of Lots through Airbnb, VRBO, HomeAway.com, and other similar service providers or platforms is prohibited. The listing, marketing, or advertising of a Lot or any portion thereof for short-term leasing or occupancy on Airbnb, VRBO, HomeAway.com, or any similar website or publication is also expressly prohibited. These restrictions apply whether or not the Lot Owner will reside at the Lot during the term of the lease or other occupancy arrangement. For purposes of this provision, “short-term” means for a period of less than one (1) year.
- (h) **Applicability:** This Section 3.24 shall not apply to any leasing transaction entered into by the Association or the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Such parties shall be permitted to lease a Lot without first owning such Lot for a period of at least two (2) consecutive years in accordance with this Section.”

ARTICLE 4 - EASEMENTS, ZONING, AND OTHER RESTRICTIONS

4.0 Easements: The Developer reserved to the Developer, its successors and/or assigns forever, the right to create perpetual easements in, on and over any part of the property owned by the Developer for any purpose which the Developer deemed necessary, including but not limited to an easement to create an Area of Common Responsibility to offer a decorative and attractive entryway to the Subdivision. Any subsequent owner of any Lot which an easement created by the Developer is appurtenant to, shall have title to all of the land they purchased in fee simple, but said title shall be subject to the easement created by the Developer. Said Owner shall allow the Association, its employees, agents, successors and/or assigns access at all reasonable times to the easement area without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes. The Association and its employees, agents, successors and/or assigns shall be responsible for leaving each Lot in good condition following any work or activity undertaken in an Easement Area pursuant to these provisions.

4.1 Zoning and Private Restrictions: None of these 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, or regulations and these Covenants, Restrictions, and Easements created or imposed by the Declaration, the most restrictive provision shall control.

ARTICLE 5 - ENFORCEMENT

5.0 Right of Enforcement: This Declaration and the Restrictions contained herein shall insure to be benefit of and shall be enforceable by (a) The TRELAWNEY Homeowners Association, (b) The Architectural Control Committee, and (c) each Owner, his legal representatives, heirs, successors, and assigns.

5.1 Specific Performance: Nothing contained in these Covenants shall be deemed to affect or limit the rights of 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 amount of damages which would 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 these Covenants. 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.

5.2 No Waiver: The failure of the Association or the Owner of any Lot, his heirs, legal representatives, successors or 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 and breach, or as to any violation or breach occurring prior to subsequent thereto.

5.3 Violations: Any violation of any of the Covenants herein, set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these Covenants may proceed at law or in equity or in any court, either civil or criminal to prevent a reoccurrence of said violation or to recover damages for such violation.

5.4 Damages: Any Owner violating these Covenants or permitting the Covenant to be violated by a person occupying his or her premises, agrees to fines not to exceed \$50.00 a day for each violation. It is agreed that the fines shall be recoverable for each calendar day the violation continues. The recovery may be made by the aforesaid Association or any owner of any Lot or parcel subject to these Covenants.

ARTICLE 6 - ASSOCIATION MEMBERSHIP, FORMATION, VOTING RIGHTS AND DUTIES

6.0 Mandatory Membership: Every person who is the owner of a Lot shall be a member of the Association. No owner(s), whether one or more persons hold title., shall have more than one membership per Lot. All co-owners shall be jointly and severally obligated to perform the responsibility of the Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

6.2 Authority of the TRELAWNEY Homeowners' Association: The Association shall have the authority to enforce the terms and conditions of this Declaration. In addition, the individual property owners of Lots in said subdivision shall have the right to enforce these Covenants.

6.4 Duties to Maintain Area of Common Responsibility: The Association's maintenance of the Area of Common Responsibility shall be performed consistent with the standards set out herein for the owners of all Lots. The Association shall maintain and keep in good repair all landscaping and signage situated on the Area of Common Responsibility. In the event that the Association determines that the need for Association maintenance, repair or replacement of any portion of the Area of Common Responsibility is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

ARTICLE 7 - ASSESSMENTS

7.0 Assessments, Generally: Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association all assessments or charges provided for herein, which, from the time such sums become due and payable, shall be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made. Each assessment, together with such late charges, interest and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs and attorney's fees, then late charges, then to interest and then to delinquent assessments.

7.1 Date of Commencement of Assessments: The assessments shall commence on each Lot on the date of the conveyance from a Builder to a homeowner. The initial assessment due shall not be pro-rated, and is payable at the time it becomes due.

7.2 Annual Assessments: It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and assessment shall become effective unless disapproved at a meeting of the Association by a majority of the total eligible votes in the Association. In the event the Owners disapprove the proposed budget and assessment or the Board fails for any reason to determine the budget and assessment for the succeeding year, the budget and annual assessment then in effect shall continue for the succeeding year. The annual assessment shall be levied on a uniform basis against each Lot subject to the Declaration. The annual assessment shall be payable in such manner and on such dates as may be determined by the Board of Directors.

7.3 Superiority of Lien for Assessments; Nonpayment of Assessments and Remedies of Association: All assessments, fines and other charges lawfully assessed by the Association against any Lot Owner or Lot as provided for in this Declaration, together with and the Act shall, from the time such sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except: (i) liens for ad valorem taxes on the Lot; (ii) the lien of any first

priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or (iii) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required.

If any assessment, fine or other charge is not paid within ten (10) days after the due date, the personal obligation of the Lot Owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment (or such higher amount as may be permitted by the Act); (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, or other charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the Lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the Lot Owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such Lot Owner is personally obligated pursuant to the terms hereof. The lien provided for in this Declaration may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property, and the Board of Directors, acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same.

7.4 Specific Assessments: The Association's Board of Directors shall have the power to specially assess common expenses of the Association pursuant to the extent permitted by Section 44-3-225(a) of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*, as, in its discretion, it deems appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

ARTICLE 8 - DURATION AND AMENDMENT

8.0 Duration: The provisions of these Covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by Georgia Law, Provided, however, so long as Georgia law limits to twenty (20) years the period during which Covenants restricting lands to certain uses may run, any provision of these Covenants affected thereby shall run with the land and bind the land for a period of twenty (20) years from the date these

Covenants are filed for record in Newton County, Georgia, after which time such provision shall be automatically extended, if permitted by law, For successive periods often (10) years, unless an instrument, signed by at least 75% of the then owners of record of TRELAWNEY Subdivision, and the holders of first mortgages on their Lots, has been recorded in the Newton County records, agreeing to terminate or change such provisions in whole or in part in relation to the duration of these Covenants. Every purchaser or grantee of any interest in any portion of the property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed by this section.

8.1 Amendment by Owners: This Declaration may be amended at any time by the affirmative vote, written consent, or any combination of affirmative vote and written consent of at least two-thirds (2/3) of the Lot Owners. No amendment to the Declaration shall alter, modify, change, or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto.

Notwithstanding the foregoing, the Association's Board of Directors, without the necessity of the agreement of the Owners, may amend the Declaration to correct any scrivener's errors, comply with any applicable state or federal law or local ordinance, and/or to bring the Declaration into compliance with any applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD"), and the Veterans Administration ("VA") pursuant to federal law.

8.3 Submission of Property: Notwithstanding anything herein to the contrary, the Owners of Lots located within Units Three through Nine of Trelawney Subdivision, described on Exhibit "C" attached hereto and incorporated herein by this reference, have the right at any time in the future to consent to the terms and conditions of this Declaration and thereby subject their respective Lot(s) to such terms and conditions by execution of a joinder and consent to this Declaration in a form acceptable to the Association. The Association shall execute and record one or more supplements to this Declaration to amend Exhibit "A" and Exhibit "B" to this Declaration to reflect the submission of such Lots to this Declaration.

8.4 Effective Date of Amendment: Any such amendment shall not be effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Newton County, Georgia.

ARTICLE 9 - MISCELLANEOUS

9.0 Severability: Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect. These Covenants shall likewise be considered severable with the respect to their imposition by the undersigned in deeds of conveyance as eliminate the applicability of one or more such Covenants by enumerating them in any such deed of conveyance.

9.1 No Waiver: The failure of the Association to insist in any one or more cases upon the strict performance of any of the terms, Covenants, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, Covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with knowledge of a waiver of such breach and no waiver by Association of any of the terms, Covenants, conditions, provisions or agreements shall be deemed to have been made unless expressed in writing and signed by an authorized officer of the Association.

9.2 Zoning: Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict in any provision of such zoning regulations or restrictions and the restriction of the declaration, the more restrictive provisions shall apply.

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

9.4 Headings: The headings of the Articles and Sections hereof are for convenience only and shall not affect the validity of any other provision hereof.

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

9.6 Notice: All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent of any kind made pursuant to this Declaration, whether made by the Association, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if delivered in person to the recipient, or deposited in the United States Mail with adequate postage and sent to the following addresses:

To Association: At the principal office of the Association or the managing agent, if any, or at such other mailing address as may be designated in writing by the Association's Board of Directors.

To Owner(s): At the address of the Lot of such Owner(s) according to the system of naming streets and numbering houses then in effect.

Any written communication transmitted in accordance with Section 9.7 shall be deemed received on the third (3rd) business day following the day such written notice is deposited in the U.S. Mail.

9.7. No Liability: Association 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 by and other person) in a Court of law or otherwise, Association shall have no liability of any kind as a result of the non-enforceability of these Covenants, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Association shall have no liability.

9.8 Adoption of Georgia Property Owners' Association Act: The Property, all Lots, and all Owners and occupants of Lots shall be subject to and governed by the Georgia Property Owners' Association Act (the "Act") set forth in Article VI of Chapter 3 of Title 44 of the Official Code of Georgia Annotated, as the same now exists or may be amended from time to time.

IN WITNESS WHEREOF, the Association, by and through its authorized officers, has executed this Declaration on the day and year first above written.

**TRELAWNEY HOMEOWNER'S
ASSOCIATION, INC., a Georgia
nonprofit corporation**

Signed, sealed and delivered
in the presence of:

By: _____
_____, President

Unofficial Witness

Attest: _____
_____, Secretary

Notary Public
My Commission Expires:
[Notary Seal]

EXHIBIT "A"
CONSENTS OF OWNERS

EXHIBIT "B"
LEGAL DESCRIPTION OF LOTS SUBMITTED TO DECLARATION

[To be drafted based on returned consents.]

EXHIBIT "C"
LEGAL DESCRIPTION OF UNITS THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, AND NINE

All that tract or parcel of land lying and being in Land Lots 125 and 132 of the 10th District, Newton County, Georgia, containing approximately 22.90 acres including, without limitation, Lots 262 through 263 and Lots 283 through 301, as shown on that certain **Final Subdivision Plat of Trelawney Unit Three**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated September 19, 2001, recorded on November 13, 2001 in Plat Book 36, Page 275, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 124 of the 10th District, Newton County, Georgia, containing approximately 21.95 acres including, without limitation, Lots 32 through 52 and Lots 61 through 68, as shown on that certain **Final Subdivision Plat of Trelawney Unit Four**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated November 6, 2001, recorded on January 2, 2002 in Plat Book 37, Page 78, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 125 of the 10th District, Newton County, Georgia, containing approximately 37.10 acres including, without limitation, Lot 174, Lots 206 through 211, Lot 217, Lots 234 through 257, and Lots 264 through 282, as shown on that certain **Final Subdivision Plat of Trelawney Unit Five**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated July 15, 2002, recorded on August 9, 2002 in Plat Book 38, Page 64, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 124 of the 10th District, Newton County, Georgia, containing approximately 5.35 acres including, without limitation, Lots 53 through 60, as shown on that certain **Final Subdivision Plat of Trelawney Unit Six**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated November 14, 2002, recorded on December 11, 2002 in Plat Book 38, Page 259, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 124 of the 10th District, Newton County, Georgia, containing approximately 16.42 acres including, without limitation, Lots 71 through 93

and Lots 131 through 136, as shown on that certain **Final Subdivision Plat of Trelawney Unit Seven**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated December 9, 2002, recorded on January 2, 2003 in Plat Book 39, Page 17, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 124 and 125 of the 10th District, Newton County, Georgia, containing approximately 19.11 acres including, without limitation, Lots 94 through 112 and Lots 123 through 130, as shown on that certain **Final Subdivision Plat of Trelawney Unit Eight**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated May 1, 2003, recorded on June 25, 2003 in Plat Book 39, Page 218, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lots 124 and 125 of the 10th District, Newton County, Georgia, containing approximately 30.93 acres including, without limitation, Lots 113 through 122, Lots 146 through 173, and Lots 188 through 205, as shown on that certain **Final Subdivision Plat of Trelawney Unit Nine**, prepared by Patrick & Associates, Inc. containing the seal of Louie D. Patrick, G.R.L.S. No. 1757, dated August 11, 2003, recorded on November 17, 2003 in Plat Book 40, Page 143, Newton County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.