

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
LAUREL LAKE SUBDIVISION, UNIT I**

BOOK 887 PAGE 522

THIS DECLARATION, made this _____ day of August 1990, by Lawson & Quarles, Inc. (hereinafter referred to as the Developer).

WITNESSETH

WHEREAS, Developer is the owner of property known as LAUREL LAKE SUBDIVISION, UNIT I, described as all that tract or parcel of land lying and being in Land Lots 233, 234, and 281, of the 4th District and 2nd Section of Cherokee County, Georgia and being known and designated as LAUREL LAKE SUBDIVISION, UNIT I, and being shown on plat of said subdivision prepared by Martin and Norton, Inc. dated the 31st day of July, 1990, and being recorded in P1st Book 39, Page 90, Cherokee County, Georgia Plat records, said p1st being incorporated herein by reference thereto:

WHEREAS, it is to the interest, benefit and advantage of the developer and of each and every owner who shall hereafter purchase any lot of said property, that certain protective covenants, conditions, restrictions, and easements governing and regulating the use and occupancy of the same be established, set forth and declared:

NOW, THEREFORE, Developer declares that the real property described above is and shall be held, transferred, sold, mortgaged, conveyed, leased occupied and used subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

ARTICLE I

Definition

1.01 "Architectural Control Committee" shall mean and refer to the Developer, or such other individuals as Developer may appoint, or such entity to which the Architectural Control Committee may assign its duties, until all Lots in all units and phases of the subdivision have been fully developed or sold to potential residents. After such time the Architectural Control Committee shall be those owners elected by a majority of all the owners of the subdivision pursuant to rule and tenure established by a majority vote of the owners of the subdivision.

1.02 “Declaration” shall mean the covenants, conditions, restrictions, and easements and all other provisions herein set forth in this entire document, as may from time to time be amended. BOOK 887 PAGE 523

1.03 “Developer” shall mean and refer to Lawson & Quarles, Inc. or any successor in title or any successor in interest to Lawson & Quarles, Inc., to all or any portion of the property, provided, that in the instrument of conveyance such successor—in—title or interest is expressly designated as the “Developer” by the grantor who is at the time of the conveyance the “Developer”.

1.04 “Lot” shall mean and refer to Lots 1 through 35 inclusive, as shown on the Plat, (defined in section 1.07) recorded in the Records of the Clerk of the Superior Court of Cherokee County, Georgia.

1.05 “Owner” shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for an obligation.

1.06 “Person” shall mean and refer to a natural person, or corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.07 “Plat” shall mean and refer to that certain Final Subdivision Plat of LAUREL LAKE SUBDIVISION, UNIT I prepared by Martin & Norton registered surveyors and recorded in the Office of the Clerk of the Superior Court of Cherokee County, Georgia, and to any revisions of or amendments to said Plat.

1.08 “Property” shall mean and refer to LAUREL LAKE SUBDIVISION, UNIT I hereinbefore described.

1.09 “Structures” shall mean and refer to : (i) anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, or any other temporary or permanent improvement to such lot: (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot: and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 9 applies to such change.

1.10 “Subdivision” shall mean and refer to the LAUREL LAKE SUBDIVISION, UNIT I.

ARTICLE II

Architectural Control Committee

2.01 Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction and alteration of any Structure on any lot is in conformity and harmony of external design and

general quality with the existing standards of the neighborhood and with the standards of the development of the Property and that the location of Structures on the lots is compatible and harmonious with topography and existing trees and ground cover on the property as developed by Developer and with the finished ground elevation of the Subdivision and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure or any Lot.

2.02 Submission of Plan 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 Lot or Structure, unless two sets of plans and specifications thereof shall have been first submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot;
- (b) floor plans;
- (c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are complete; and
- (d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof.

2.03 Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and unrestricted discretion, which approval or disapproval may be based upon any ground, including purely aesthetic considerations.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications and notice of approval along with any conditions of the approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole 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 Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and

compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any person the quality, functions or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other person having any interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the Architectural Control Committee from any such alleged liability, claim or damage.

2.04 Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within fourteen (14) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within fourteen (14) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

2.05 Right of inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

2.06 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall provide written notice to the Owner personally or by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action

within twenty (20) days after personal notice or the mailing of the aforesaid notice of violation, then the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Control Committee in enjoining and removing any construction or improvements shall be assessed against the Owner of such Lot and shall be due and payable to the Architectural Control Committee on demand, it being understood, acknowledged and agreed that such Owner shall be personally liable to the Architectural Control Committee for such costs and expenses, and shall constitute a lien against said lot when recorded as required for a material man's lien under Georgia Law.

ARTICLE III

General Covenants and Restrictions

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

3.01 **Residential Use.** All Lots shall be restricted exclusively to single—family residential use. No lot, nor any portion thereof, shall at any time be used for any commercial, business, professional, church or school purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer from constructing or placing on any Lot or other portion of the property a sales office (which may include a mobile or temporary structure or a model home or residence) for the purpose of marketing the Lots or any structures thereon, or otherwise, or any agent or designee of Developer from using any Lot owned by Developer or such agent or designee for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

3.02 **Completion of Construction.** Construction of any Structure in the Subdivision shall be completed within ten (10) months from the actual beginning of the construction. The beginning of the construction of any structure shall be at such time as the builder or owner or their agents or employees begin to grade or clear a lot or start any actual work toward construction of the structure. Before any structure may be occupied it must be completely finished according to the approved plans.

3.03 **Moved Houses.** No old, new, complete, or used house or portion thereof may be moved from another location onto any Lot in the Subdivision.

3.04 **Mobile and Modular Homes.** No mobile homes or modular homes shall be placed or erected on any Lot of the Subdivision. A mobile home is a detached single dwelling unit designed for long term occupancy, containing sleeping and living areas, a flush toilet, and tub or shower bath, and kitchen facilities, equipped with plumbing and electrical connections and designed for transportation after fabrication on streets or highways on its own wheels or on detachable wheels, arriving at the site as a complete dwelling unit, in whole or in parts, and ready for occupancy after minor or incidental unpacking, assembly operation on jacks or other temporary or permanent foundation, connection to utilities and the like. Removal of the wheels and placement on a foundation does not change its classification. A modular home is a factory fabricated

transportable building consisting of building units designed to be incorporated at a building site on a permanent foundation as a permanent structure with the appearance of a conventionally onsite constructed building and to be used for residential purposes.

3.05 Minimum Floor Space. No dwelling shall be constructed on any Lot not having frontage on the lake with less than 1350 square feet of heated area and not on any lake lot with less than 1800 square feet of heated living area. The heated area referred to herein shall mean finished living space in the house exclusive of carports, porches, basements and attics.

3.06 Foundation Covering. The front exterior of all foundation walls shall be of rock or brick construction with the exception of houses with stucco siding. In which case, the foundation may be covered with stucco siding consistent with stucco siding used on the front of the home. The exterior of all side and rear foundation walls shall have an exterior finish of rock, brick, stucco or equivalent covering.

3.07 Re-subdivision of Lots. No lot shall be re-subdivided, split, or divided for the purpose of resale, gift, transfer, or otherwise and no more than one house shall be erected on any one lot, except that Lot 25 may be subdivided into lots of not less than two (2) acres each provided that the caretakers house may not be located on any lot other than on the lot on which the main house is presently located on Lot 25. This provision shall not be interpreted so as to prevent the Developer from making modifications or amendments in the recorded subdivision plat as to lot sizes or lot lines.

3.08 Temporary Buildings. No temporary building shall be allowed without the prior written consent of the Architectural Control Committee.

3.09 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee, may as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the runoff and drainage of water and silt, special precaution in - grading and otherwise changing the natural landscape, and required landscaping as provided in other sections of these covenants.

3.10 Fences. No fences shall be permitted on any lot in the Subdivision except as provided for herein:

(a) Split rail fences are permissible on the front portion of the lot. No wire or metal shall be placed along any such fence.

(b) Chain link, wire, wood or other type of fences are permissible on the back portion of a lot except that any portion of the fence that runs to the back edge of the house shall be a decorative wood privacy fence.

(c) That portion of a lot from the rear edge of the house (as might be formed with an imaginary line running from the rear edge of the house to the sideline of the lot with the imaginary line forming a basic

right angle with the sideline) to the back line shall be considered the back portion of the lot and the remaining portion of the lot shall be considered the front portion of the lot.

(d) Corner lots shall be further restricted so that no fence may be constructed closer to a side street than 50 feet from the right of way of said side street or the building setback line applicable to said side street as shown on the latest recorded plat of the subdivision, whichever is greater.

3.11 Garbage and Trash. No garbage, debris, or other form of waste of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the property or any lot. For rubbish, trash, garbage or any form of solid waste to be disposed of by being collected on a regular and recurring basis, containers may be placed on each owners lot on any day that a pick up is to be made. At all other times such containers shall be screened or enclosed so as not to be visible from any street or other lot. No lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored or allowed to accumulate on any lot.

3.12 Animals. No animals shall be allowed to stray from an owner's property or leave the owner's property unless under leash or in the control of the property owner, the animal owner or his designee. No animal shall be allowed to become a nuisance or an annoyance to any adjoining lot owner, or be visible from the street.

3.13 Vehicle Parking. No vehicles, boats, trailers, campers, or camping equipment, or other mobile equipment of any kind shall be stored regularly in front or side yards of any lot or parked on the street in front of any lot for a period of more than 24 hours, or parked on the street for shorter intervals on any regular basis. Vehicles, boats, trailers and campers, not more than thirty (30) feet in length, may be stored in the rear yard of any lot where the same is not clearly visible from the street. No immobilized vehicle without a current license tag shall be permitted on any lot, or any street of the subdivision.

3.14 Recreational and Playground equipment. All recreational and playground equipment shall be placed, installed, constructed, and maintained only in the rear or side yard of a lot.

3.15 Nuisances and Noise. No unlawful, noxious or offensive activities shall be carried on in any lot, nor shall anything be done therein or thereon which constitutes a nuisance causes unreasonable noise or disturbance to others or unreasonable interferes with other Owners' use of their lots. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on the property or any portion thereof.

3.16 No signs shall be allowed on the property except:

- (a) Such signs as may be required by legal proceedings:
- (b) Directional signs for vehicular and pedestrian safety and sells promotion:
- (c) Not more than one "For Sale" or "For Rent" sign. Said sign shall be professionally lettered and shall not be larger than six (6)

square feet. One additional “For Sale” or “For Rent” sign may be used on corner lots.

3.17 Satellite Dishes and Television and Radio Antennas. No satellite dishes shall be permitted on any lot in the Subdivision. No radio, television transmission or reception antennae, or receiving apparatus shall be erected on the property other than customary antennae which do not exceed ten (.10) feet in height above the roof—ridge line of the house located on the lot on which the antenna is to be located.

3.18 Maintenance. Each owner of a lot, whether vacant or occupied, shall keep and maintain his lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, lighting, trees, shrubs, grass, walks and other exterior improvements. Should any owner of a lot fail to maintain his lot or the improvements thereon as set forth hereinabove, the Architectural Control Committee, its agents and representatives, may, after twenty (20) days written notice to the owner of such lot, enter upon his lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior structural maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable. Such owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, or assigns the right to enter upon such lot and perform such maintenance, entry for such purposes shall be only between the hours of 8:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

3.19 Clothes Lines. There shall be no clothes lines erected on any building lot and no clothing to be hung from windows, decks, porches or patios.

3.20 Structure Location. No house shall be constructed within any setback area for front, side or rear property lines as set out on the Subdivision Plat hereinbefore described, and if no setback line is shown for any lot along any property line, no building shall be constructed nearer than ten (10) feet from any property line without a setback line shown on the Subdivision Plat.

3.21 Drilling, Mining and Excavations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

- (a) front yards — thirty (30) feet in width measured from the existing tree line along the street. There is excepted from this buffer requirement that clearing required to construct a driveway and location of utilities to serve the home constructed on each lot;
- (b) side yards — five (5) feet in width measured from the property line; and
- (c) rear yards — ten (10) feet in width measured from the property line.

3.23 Tree Removal. When any tree is removed from *any* lot, the tree will be cut at ground level or the stump removed and the stump hole refilled. When a tree is cut, the entire tree will be removed from the lot.

ARTICLE IV
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS APPLICABLE TO
LOTS 25, 26, 27, 28, 29, AND 30 FRONTING ON THE PRIVATE LAKE
LOCATED WITHIN THE SUBDIVISION

4.01 Boat Docks. Any lake front owner may erect or construct one (1) boat dock on his property adjoining the lake under the following conditions and restrictions:

- (a) Maximum size of the dock 150 square feet;
- (b) No structure shall extend more than ten (10) feet into the lake at the high water level;
- (c) Flotation docks must be anchored to metal or wood permanently affixed to the ground. No trees or other natural living objects shall be used as anchors;
- (d) Only styrofoam or comparable material shall be used for flotation devices, no barrels are permitted to be used as flotation devices;
- (e) No storage facilities will be constructed on any dock;
- (f) Electrical connections running to any dock must comply with the national electric code and any other code now in force in Cherokee County, Georgia;
- (g) No diving boards or slides shall be permitted on a dock;
- (h) No dock or walkway shall be covered with carpet or other type of material; and
- (i) Docks shall be constructed of pressure treated lumber and no plywood shall be allowed in the construction.

4.02 Recreation Easement. Each of the lot owners whose property fronts on the lake shall have an easement for boating, fishing and other recreational purposes over the surface of the lake up to fifteen (15) feet from the shoreline of the lake at the high water level.

4.03 Delegation of Use. No owner may delegate his right of enjoyment of the lake to any person other than his immediate family and persons living in his home, unless the property owner is in attendance with the person using the lake.

4.04 Lake Level. The level of the lake shall not be altered by any property owner without the consent of two—thirds (2/3) of the property owners whose property fronts on said lake.

4.05 Dam Maintenance. Except for grass cutting, maintenance of the dam creating said lake shall be shared equally by all owners whose lots front on said lake. In the event that at least a majority of the owners cannot agree on the type or extent of dam maintenance or repairs that are needed then the recommendation of the Soil Conservation Service representative shall be followed.

4.06 Safe Dam Act of 1918. The dam referred to above shall be maintained in a manner acceptable with the standards set by the State of Georgia.

4.07 Boats. No gas powered motor boat shall be allowed on the lake.

ARTICLE V

Developer reserves for itself, Its successors and assigns, the following easements and rights—of-way in, on, over, and through the property as shown on the recorded plat of the Subdivision and over a strip ten (10) feet in width running along the rear line of each lot for so long as Developer owns any lots in the entire subdivision for the following purposes:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) For the construction of improvements on the lots;
- (c) For the Installation, construction and maintenance of storm-water drains, public and private sewers, and for any public or quasi—public utility facility;
- (d) For the use of any sales offices, model units designated by Developer to include a mobile office, and parking spaces in connection with its efforts to market lots;
- (e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, Improvement and sales of lots; and
- (f) For the landscaping for entrance ways to the subdivision and Street right—of—ways.

ARTICLE VI

General Provisions

6.01 Enforcement. (a) The Architectural Control Committee, or any owner, shall have the right to enforce, by any proceeding at law or In equity, all restrictions, conditions, covenants, reservations, easements, liens now or hereafter imposed by the Control Committee to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right to abatement in all cases where an owner of a lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any lot or structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

6.02 Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, sections, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

6.03 Headings. The heading of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

6.04 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two—thirds (2/3) of the owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

6.05 Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and power created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall bind any person having at any time any interest or estate in the land and though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

6.06 Notice. Notices provided for in this Declaration shall be in writing and shall be addressed to any owner at his lot or at such other address as hereinafter provided. Notices to the Architectural Control Committee shall be in writing and shall be addressed to 220 Cherokee Village Drive, Ball Ground, Georgia 30107, or at such different address or addresses for notices to them, respectively, as disclosed in a written notice of change of address furnished to all owners. Any owner may designate a different address for notices to such owner by giving

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right to abatement in all cases where an owner of a lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any lot or structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

6.02 Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, sections, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

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6.06 Notice. Notices provided for in this Declaration shall be in writing and shall be addressed to any owner at his lot or at such other address as hereinafter provided. Notices to the Architectural Control Committee shall be in writing and shall be addressed to 220 Cherokee Village Drive, Ball Ground, Georgia 30107, or at such different address or addresses for notices to them, respectively, as disclosed in a written notice of change of address furnished to all owners. Any owner may designate a different address for notices to such owner by giving

written notice to the Architectural Control Committee. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, or when delivered in person.

6.01 Amendment. The Developer specifically reserves the right to amend, modify, or change the above and foregoing covenants, conditions, restrictions and easements or amendments, modifications or changes thereof for a period of two (2) years from the date of recording of the same. The amendment, modification, or change shall be tiled in the deed records of Cherokee County and shall take effect on the date of the recording of the same. EVERY PURCHASER OR GRANTEE OF ANY INTEREST IN ANY REAL PROPERTY MADE SUBJECT TO THIS DECLARATION, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE THEREFORE, THEREBY AGREES THAT THIS DECLARATION MAY BE AMENDED AS PROVIDED IN THIS SECTION.

IN WITNESS WHEREOF, Lawson & Quarles, Inc. have caused this Declaration to be executed, and its seal affixed on the day and year first above written.

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
LAUREL LAKE SUBDIVISION, UNIT I AND
THE ADOPTION OF SAID DECLARATIONS BY FRED H. TALLEY, INC.**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR LAUREL LAKE SUBDIVISION, UNIT I,
made this ____ day of November, 1990, by Lawson & Quarles, Inc. and Fred H. Talley, Inc.
(hereinafter referred to as the Developer).**

WITNESSETH

WHEREAS, Lawson & Quarles, Inc. has established and filed, for record, in the Office of the Clerk of Superior Court of Cherokee County, Georgia, in Deed Book 887, Pages 522-533 certain Declarations Of Covenants, Conditions, Restrictions And Easements of LAUREL LAKE SUBDIVISION, UNIT I and is desirous of making certain amendments thereto as herein provided;

WHEREAS Fred H. Talley, Inc. is the owner of a portion of the property described in the above mentioned Declarations and is desirous of joining Lawson & Quarles, Inc. in the publishing and recording of the above mentioned Declarations to bind and encumber its property thereby;

NOW, THEREFORE, by the execution and the recording of this amendment, Developer, Fred H. Talley, Inc. declares that the real property described in Exhibit "A" attached hereto and incorporated herein by reference, which is a part of LAUREL LAKE SUBDIVISION, UNIT I, as described in the original Declaration, is and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

Lawson and Quarles, Inc. and Fred H. Talley, Inc. declare that the original Declaration above described is hereby amended as follows:

ARTICLE I
Definition

Section 1.10 Subdivision is stricken in its entirety and the following section is inserted in lieu thereof:

1.10 "Subdivision" shall mean and refer to the LAUREL LAKE SUBDIVISION.

ARTICLE III

General Covenants and Restrictions

Section 3.20 Structure Location is stricken in its entirety and the following section is inserted in lieu thereof:

3.20 Structure Location. No structure shall be constructed within any setback area for front, side or rear property lines as set out on the Subdivision Plat hereinbefore described, and if no setback line is shown for any property line, no structure shall be constructed nearer than ten (10) feet from the property line.

Section 3.23 Tree Removal is stricken in its entirety and the following section is inserted in lieu thereof:

3.23 Tree and Scrub Removal. No flowering scrub, tree or evergreen of any size nor any other tree of any type measuring six inches (6") or more in diameter at a point two feet (2') above ground level, may be removed from any lot without the written approval of the Architectural Control Committee, unless located within ten feet (10') of a building, within ten feet (10') of the approved site for such building, or within the right-of-way of driveways and walkways. Excepted herefrom shall be damaged trees or trees which must be removed because of an emergency. When any tree is removed from any lot, the tree will be cut at ground level or the stump removed and the stump hole refilled. When a tree is cut, the entire tree will be removed from the lot.

ARTICLE V

Section 5.01 is stricken in its entirety and the following section is inserted in lieu thereof:

5.01 Developer reserves for itself, its successors and assigns, all easements and rights-of-way in, on, over, and through the property as shown on the recorded plat of the Subdivision, all street rights-of-way and an easement ten (10) feet in width running along the rear line of each lot for the following purposes:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) For the construction of improvements on the lots;

BOOK 926 PAGE 178

(c) For the installation, construction and maintenance of storm—water drains, public and private sewers, and for any public or quasi-public utility facility;

(d) For the use of any sales offices, model units designated by Developer to include a mobile office, and parking spaces in connection with its efforts to market lots;

(e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sales of lots; and

(f) For the landscaping and maintenance of entrance ways to the subdivision and street rights-of-way.

Article V is amended to include the following sections:

5.02 All the rights, easements and rights-of-way reserved by Developer in Paragraph 5.01, as amended, as well as all rights, easements and rights-of-way shown to be reserved by Developer on the Plat of the Subdivision or any other document, shall remain vested in the Developer so long as the Developer owns any lots whether developed or not in any phase of the Laurel Lake Subdivision and including all phases thereof whether developed now or in the future which is or may be developed from the property described in a certain Warranty Deed to Lawson & Quarles, Inc. dated 9-11-86, and recorded in Deed Book 562, Page 336 in the Office of the Clerk of Superior Court of Cherokee County, reference to which is made for a more complete description of the property therein described.

Unless previously conveyed by Developer, all said rights, easements and rights-of-way hereinbefore reserved to the Developer shall upon the disposition of all interest in the above described property by the Developer shall automatically vest in the Laurel Lake Subdivision Property Owners Association established at that time, and if no property owners association has been established at that time, then to all of the lot owners of the Laurel Lake Subdivision. All the rights and responsibilities relative to the entrance way to the Subdivision shall be shared equally by all lot owners and shall be maintained under the rules and regulations that may be prescribed by the property owners association formed by lot owners as hereinafter provided.

5.03 Lot owners in the subdivision for each unit, one or more units or all units of the subdivision may at any time form a property owners association which shall have the right to adopt its form of government, bylaws and other rules and regulations that it may desire, subject to these declarations.

5.04 Developer may by amendment to these declarations as provided in Section 6.07 terminate all or any part of the rights, easements and rights-of-way reserved herein by executing and recording in the Office of the Clerk of Superior Court of Cherokee County a declaration terminating said reservation of rights, easements, and rights-of-way. The recording of said amendment to this declaration shall immediately vest the rights of Developer terminated in the owners of the lots of the subdivision or the units of the subdivision thereby effected.

ARTICLE VI
General Provisions

Section 6.04 Duration is stricken in its entirety and the following section is inserted in lieu thereof:

6.04 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be extended for successive periods of ten (10) years each, provided at least two-thirds (2/3) of the owners at the time of the expiration of the initial period, or of any extension period, shall sign an extension agreement as provided in Section 44-5-60 Official Code of Georgia Annotated, as amended.

IN WITNESS WHEREOF, Lawson & Quarles, Inc. and Fred H. Talley, Inc. have caused this Declaration to be executed, and their seals affixed on the day and year first above written.

Deed Book 11070 Pg 1
Filed and Recorded 7/12/2010 2:52:34 PM
28-2010-018115
Patty Baker
Clerk of Superior Court Cherokee City, GA

Upon recording return to:
Dyer & Rusbridge, P.C. 291
East Main Street
Canton, GA 30114

Cross Reference:
Declaration of Covenants, Conditions,
Restrictions and Easements for Laurel Lake
Subdivision at Deed Book 887, Page 522

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR LAUREL LAKE SUBDIVISION**

THIS AMENDMENT is made and entered into this 12th day of July, 2010.
by **LAUREL LAKE PROPERTY OWNERS ASSOCIATION,
INC. A Georgia non-profit corporation**

(hereinafter called "Declarant").

WITNESSETH:

WHEREAS, the developer of Laurel Lake Subdivision, Unit 1, has heretofore filed for record that certain Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lake Subdivision, Unit 1 (hereinafter referred to as "Original Declaration"), dated August 8, 1990, recorded August 9, 1990, at Deed Book 887, Page 522, Cherokee County, Georgia Records; and

WHEREAS, a First Amendment to the Declaration (hereinafter referred to as "Declaration") dated November 27, 1990, was recorded November 28, 1990, at Deed Book 926, Page 176, Cherokee County, Georgia Records; amending the Original Declaration to strike the definition of "subdivision" in its entirety and re-define "subdivision" to "Laurel Lake Subdivision," and include Unit 2A in the Laurel Lake Subdivision; and

WHEREAS, a Supplementary Declaration dated September 3, 1993, was recorded September 7, 1993, at Deed Book 1574, Page 227, Cherokee County, Georgia Records, to include Unit 2B in the Laurel Lake Subdivision; and

WHEREAS, a Supplementary Declaration dated June 10, 1994, was recorded June 14, 1994, at Deed Book 1849, Page 39, Cherokee County, Georgia Records, to include Unit 3 in the Laurel Lake Subdivision; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the amendment of the Declaration by the affirmative vote of members of the Association holding at least two-thirds (%) of the total votes in the Association; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the duration of the covenants to run with and bind the land as described in Exhibit "A", which has been attached hereto and incorporated herein, for a period of twenty (20) years from the date of said Declaration; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the extension of the aforesaid duration of the covenants with at least two-thirds (73) of the property owners at the time of the expiration of said duration to extend the duration of the covenants for successive periods of ten (10) years each pursuant to O.C.G.A. Â§44-5-60;

NOW, THEREFORE, pursuant to the provisions of the Declaration as provided in Section 6.04 of Article VI, and the provisions of O.C.G.A. Â§44-5-60 in force at the time of the Declaration, and the agreement to extend the duration of the Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lake Subdivision by two-thirds (%) majority of the property owners, as set forth in Exhibit "B", which has been attached hereto and incorporated herein, and as witnessed by the filing and recording of their signatures and the signature of Declarant below, said covenants, conditions, restrictions and easements for Laurel Lake Subdivision shall be extended for successive periods of ten (10) years each from the date of recording of this amendment.

IN WITNESS WHEREOF, the Declarant, together with the undersigned Property Owners of lots subject to the Declaration, have executed this Amendment to the Declaration the date and year first written above.

Declarant:

LAUREL LAKE PROPERTY OWNERS ASSOCIATION, INC.



By:



Attest:

Signed, sealed and delivered in the presence of:

Jean K. Stilwell
Unofficial Witness

Kelly Cooney



Notary Public

My Commission Expires:

EXHIBIT" A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 233, 234, 261, and 262 of the 4th District, 2nd Section, Cherokee County, Georgia, and being all lots in Laurel Lake Subdivision, Unit 1, Units 2A and 2B, and Unit 3, as shown on plats of survey by Martin & Norton, Inc., Registered Land Surveyors, as recorded at Plat Book 39, Page 90; Plat Book 42, Page 1; Plat Book 43, Page 136; Plat Book 45, Page 58; Plat Book 47, Page 17; and Plat Book 48, Page 215, Cherokee County, Georgia Records.

May 11, 2020

Laurel Lake Property Owners Association
P.O. Box 273
Nelson, GA 30151

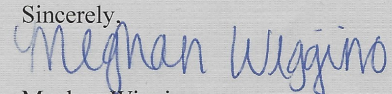
Re: Amendment to Declaration of Covenants, Conditions, Restrictions and Easements
for Laurel Lake Subdivision

To Whom it May Concern:

Enclosed please find the recorded Amendment to Declaration of Covenants.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Meghan Wiggins
Paralegal

Enclosure

DEED BOOK:14472 PG:2213 Filed: 05/11/2020 10:21 AM Clerk File Number: 28-2020-017738
Rec: \$25.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 1684597423

Upon recording return to:
Dyer & Rusbridge, P.C.
291 East Main Street
Canton, GA 30114

Cross Reference:
Declaration of Covenants, Conditions,
Restrictions and Easements for Laurel Lake
Subdivision at Deed Book 887, Page 522

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
LAUREL LAKE SUBDIVISION**

THIS AMENDMENT is made and entered into this 11th day of 5, 2019,
by **LAUREL LAKE PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation
(hereinafter called "Association").

WITNESSETH:

WHEREAS, the developer of Laurel Lake Subdivision, Unit 1, has heretofore filed for record that certain Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lake Subdivision, Unit 1 (hereinafter referred to as "Original Declaration"), dated August 8, 1990, recorded August 9, 1990, at Deed Book 887, Page 522, Cherokee County, Georgia Records; and

WHEREAS, a First Amendment to the Declaration (hereinafter referred to as "Declaration") dated November 27, 1990, was recorded November 28, 1990, at Deed Book 926, Page 176, Cherokee County, Georgia Records; amending the Original Declaration to strike the definition of "subdivision" in its entirety and re-define "subdivision" to "Laurel Lake Subdivision," and include Unit 2A in the Laurel Lake Subdivision; and

WHEREAS, a Supplementary Declaration dated September 3, 1993, was recorded September 7, 1993, at Deed Book 1574, Page 227, Cherokee County, Georgia Records, to include Unit 2B in the Laurel Lake Subdivision; and

WHEREAS, a Supplementary Declaration dated June 10, 1994, was recorded June 14, 1994, at Deed Book 1849, Page 39, Cherokee County, Georgia Records, to include Unit 3 in the Laurel Lake Subdivision; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the amendment of the Declaration by the affirmative vote of members of the Association holding at least two-thirds (2/3) of the total votes in the Association; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the duration of the covenants to run with and bind the land as described in Exhibit "A", which has been attached hereto and incorporated herein, for a period of twenty (20) years from the date of said Declaration; and

WHEREAS, Section 6.04 of Article VI of the Declaration provides for the extension of the aforesaid duration of the covenants with at least two-thirds (2/3) of the property owners at the time of the expiration of said duration to extend the duration of the covenants for successive periods of ten (10) years each pursuant to O.C.G.A. §44-5-60; and

WHEREAS, an Amendment to the Original Declaration dated June 24, 2010, was recorded July 12, 2010, at Deed Book 11070, Page 1, Cherokee County, Georgia Records, to extend the duration of the covenants by ten years;

NOW, THEREFORE, pursuant to the provisions of the Declaration as provided in Section 6.04 of Article VI, and the provisions of O.C.G.A. §44-5-60 in force at the time of the Declaration, and the agreement to extend the duration of the Declaration of Covenants, Conditions, Restrictions and Easements for Laurel Lake Subdivision by two-thirds (2/3) majority of the property owners, as set forth in Exhibit "B", which has been attached hereto and incorporated herein, and as witnessed by the filing and recording of their signatures and the signature of Association below, said covenants, conditions, restrictions and easements for Laurel Lake Subdivision shall be extended ten (10) years from the date of recording of this amendment.

IN WITNESS WHEREOF, the Association, together with the undersigned Property Owners of lots subject to the Declaration, have executed this Amendment to the Declaration the date and year first written above.

Association:

LAUREL LAKE PROPERTY OWNERS ASSOCIATION, INC.

By:

Attest:

Signed, sealed and delivered in the presence of:

[Corporate Seal]

Unofficial Witness

Notary Public

My Commission Expires:



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 233, 234, 261, and 262 of the 4th District, 2nd Section, Cherokee County, Georgia, and being all lots in Laurel Lake Subdivision, Unit 1, Units 2A and 2B, and Unit 3, as shown on plats of survey by Martin & Norton, Inc., Registered Land Surveyors, as recorded at Plat Book 39, Page 90; Plat Book 42, Page 1; Plat Book 43, Page 136; Plat Book 45, Page 58; Plat Book 47, Page 17; and Plat Book 48, Page 215, Cherokee County, Georgia Records.

June 3, 2020

Laurel Lake Property Owners Association
P.O. Box 273
Nelson, GA 30151

Re: Amendment to Declaration of Covenants

Dear Laurel Lake Property Owners Association:

Enclosed please find the recorded Scrivener's Affidavit correcting the date of the Amendment to Declaration of Covenants.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,


Meghan Wiggins
Paralegal

Enclosure

DEED BOOK:14481 PG:2070 Filed: 06/02/2020 04:12 PM Clerk File Number: 28-2020-021350
Rec: \$25.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
ParticipantIDs: 1684597423

RETURN TO:
Dyer & Rusbridge, P.C.
291 E. Main Street
Canton, GA 30114

TO THE CLERK OF SUPERIOR COURT OF CHEROKEE COUNTY, GEORGIA:
Cross reference this affidavit with that certain Amendment at Deed Book 14472,
Page 2213, to correct year of conveyance

SCRIVENER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CHEROKEE

PERSONALLY APPEARED before me, the undersigned officer authorized to administer oaths in said state and county, the undersigned Deponent who, being first duly sworn, deposes and says on oath as follows:

1.

Dyer & Rusbridge, P.C. prepared the Amendment referenced above recorded at Deed Book 14472, Page 2213, Cherokee County, Georgia deed records.

2.

The year of the conveyance on above-referenced amendment is incorrect. The purpose of this affidavit is to correct the scrivener's error and to reflect in the public records of Cherokee County, Georgia, the correct year of conveyance.

3.

The date on above-referenced amendment is corrected to the 11th day of May, 2020.

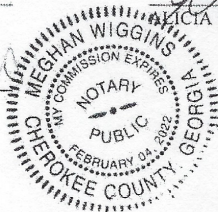
4.

This affidavit is made pursuant to the provisions of O.C.G.A. §44-2-20 with the knowledge that the same may be filed under the provisions of said statute and with the knowledge that it may be relied upon by attorneys examining the title to the property, by (i) Purchaser(s) in the purchase of the property, by (ii) Lenders in making a loan or loans secured by the property, and (iii) Title Insurance Companies in issuing their policy of title insurance to said purchaser and/or lender.

Signed, sealed, and delivered in the presence of and sworn to and subscribed before the undersigned, this 2nd day of June, 2020.

Kelly Corney
Witness

Meghan Wiggins
Notary Public
Commission Expires:



Victoria M. Argo
VICTA M. ARGO (SEAL)

RETURN TO:
Dyer & Rusbridge, P.C.
291 E. Main Street
Canton, GA 30114

TO THE CLERK OF SUPERIOR COURT OF CHEROKEE COUNTY, GEORGIA:
Cross reference this affidavit with that certain Amendment at **Deed Book 14472, Page 2213**, to correct year of conveyance

SCRIVENER'S AFFIDAVIT

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

PERSONALLY APPEARED before me, the undersigned officer authorized to administer oaths in said state and county, the undersigned Deponent who, being first duly sworn, deposes and says on oath as follows:

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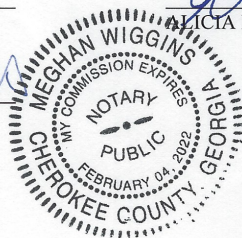
4.

This affidavit is made pursuant to the provisions of O.C.G.A. §44-2-20 with the knowledge that the same may be filed under the provisions of said statute and with the knowledge that it may be relied upon by attorneys examining the title to the property, by (i) Purchaser(s) in the purchase of the property, by (ii) Lenders in making a loan or loans secured by the property, and (iii) Title Insurance Companies in issuing their policy of title insurance to said purchaser and/or lender.

Signed, sealed, and delivered in the presence of and sworn to and subscribed before the undersigned, this 2nd day of June, 2020.

Kelly Conroy
Witness

Meghan Wiggins
Notary Public
Commission Expires:



Alicia M. Argo (SEAL)
ALICIA M. ARGO

Intentionally Blank