

GEORGIA, FORSYTH COUNTY
I, Chad McClure, Clerk Superior Court in and for
said County, do hereby certify that this is a true
and correct copy of the Original that appears on
record. Bethany Springs Deed BK 602, Pg 215-216
Given under my official signature and the Seal
of said Court, this 15 day of Jan
19 92.
Myrtle Gasterburg, deputy
Clerk, Forsyth Superior Court

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GEORGIA, FORSYTH CO
Clerks Office Superior Court
Filed for record on the 15th
day of November 1992
At 12 o'clock P.M. Recorded in
Book 602 Page 215-216 this
15 day of Nov 1992
Chad McClure, Clerk
Chg.
Dennis

THIS DECLARATION, made on the date hereinafter set forth by Jerry L. Morris and David Greer, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lot 588 of the Second District and First Section of Forsyth County, Georgia, known as Bethany Spring Phase I, as shown on a final plat for Bethany Spring Phase I dated August 26, 1992, as surveyed by Richard N. May, R.L.S. No. 2210, which plat is recorded at Plat Book 35, page 214-218, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, which plat is incorporated herein by reference for a more complete description of this property.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Bethany Spring Homeowners Assoc., Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All that tract of parcel of land lying and being in Land Lot 588 of the Second District and First Section of Forsyth County, Georgia, being 1.779 acres, as shown on a survey entitled “Bethany Spring Amenities Area dated August 26, 1992, as surveyed by Richard N. May, R.L.S. No. 2210, which plat is recorded at Plat Book 35, page 300, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to Jerry L. Morris and David Greer, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Section 1. Owner’s Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall

be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A member shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one persons holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on October 31, 1997.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special

assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage

foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

Section 1. Architectural Committee. The “Architectural Committee” shall be composed of three or more representatives appointed by the Board of Directors, except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modifications or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question reviewed by the entire Architectural Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Committee. Thereafter, the decision of a majority of the members of the Architectural Committee with respect to such matter shall be final and binding.

Section 2. Approval Required. No structure as defined as follows – Structure: Any thing or device (other than trees, shrubbery less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, bar, greenhouse or bathhouse, coop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2)

feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Lot.

“Structure” shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner. No prohibited structure shall be commenced, erected, placed, moved on to 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 thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot (including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Lot) (ii) a clearing plan for the particular Lot, and such other information required by the Architectural Committee; (iii) a drainage plan; (iv) plan for landscaping and (v) plans and elevations of proposed structures.

Section 3. Basis for Disapproval of Plans. The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the site plan, clearing plan, drainage plan or landscaping plan for any Lot;

- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvements of the property or with Structures or uses located upon other Lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not began within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

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

Section 4. Returning a Copy of Plans. Upon approval by the Architectural Committee of any plans and specification submitted hereunder, a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5. Site to be Staked Prior to Tree Cutting. After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

Section 6. Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval. The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters

which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question. Any plan submitted must be approved or disapproved by said committee within fifteen (15) days of receipt of same.

Section 7. Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions hereof, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Declaration, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If property owner, fifteen (15) days after the notice of such a violation exists, shall not have taken reasonable steps toward the removal or termination of the same, DEVELOPER shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recordation among the Deed Records of

Forsyth County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

Section 8. Inspection and Testing Rights: Any agent of DEVELOPER or the Architectural Committee may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DEVELOPER nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9. Waiver of Liability: Neither the Committee, nor any Architect nor agent thereof, nor DEVELOPER, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

Section 10. Failure of Architectural Committee to Act. In the event the Architectural Committee fails to respond to a request for review within thirty (30) days after said plans and specifications have been submitted to the Committee, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

Without the prior written approval of the Architectural Committee:

Section 1. No previously approved Structure shall be used for any purpose other than that for which it was originally designed;

Section 2. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

Section 3. Pre-manufactured housing is not acceptable. No residence in whole, or in part, may be constructed off-site and relocated to a Lot. This includes any pre-existing structure being

relocated from another site to a Lot in the Subdivision. Only on-site, stick built houses will be allowed. This is not meant to prevent the use of pre-manufactured wall components or trusses from being used in the on-site construction of a home.

Section 4. No exterior satellite dishes or other electronic transmission or receiving equipment shall be placed upon any Lot without prior “location consent” of the Architectural Control Committee. The Architectural Control Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment upon a Lot if there is no suitable location on the Lot for the placement of such devices without affecting the aesthetic qualities of the Lot in questions and subdivision in general.

Section 5. No boat, boat trailer, bus, trailer, motor home or any similar items shall be stored between the front plane of the house and the Road, on any Lot for a period of time in excess of twenty-four (24) hours.

Section 6. No tree having a diameter of eight (8) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Committee. Provided, however, that the Architectural Committee shall always administer this provision in light of the orderly and proper development of the Subdivision Lots for residential purposes. Any rules or regulations regarding trees or the preservation of trees shall always be construed in light of the Lot owners’ use of said property for the construction and maintenance of a residence. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 7. No animals, livestock, insects or poultry shall be kept or maintained on any Lot except the usual household pets may be kept on any Lot for purposes other than breeding or commercial. All household pets shall be maintained in such a manner that their behavior, including but not limited to noise or odor, are not offensive to reasonable standards. Including, but not limited to, the specific requirement that all household pets shall, at all times, be confined to the Lot of the owner except when on a leash.

Section 8. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein, other than a standard “For Sale” or “For Lease” sign placed upon any

Lot which is in fact for sale or for rent. Any other signs or advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to color, location, nature, size and other characteristics of such signs or devices. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 9. No temporary house, trailer, garage, shack or tent shall be erected on any of the Lots in said unit; and no such Lot, nor the house situated thereon, may be used for school, kindergartens, or business of any nature. All Lots shall be used for single family residence purposes only, and no such Lot shall be sub-divided. Properties designated as “recreational” and as will be owned by the Association may be used for such recreational purposes.

Section 10. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. No Lot shall be used as a dumping ground for rubbish, trash or garbage.

Section 11. All driveways shall be made of concrete, asphalt, or other approved surfaces.

Section 12. No dwelling located on any Lot shall be more than three (3) stories in height, excluding basement.

Section 13. No dwelling located in the Subdivision shall have heated living area, with ceiling height of not less than 8', exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1,200 square feet for a one story home. A multi-storied dwelling (up to three stories) shall have a minimum of 1,400 heated square feet.

Section 14. Commercial vehicles, of all types and kinds, are prohibited from being parked within the Subdivision for a period of time exceeding twenty-four (24) hours except during the

construction period of a residential dwelling, remodeling, or routine deliveries. This specifically includes but is not limited to all types of commercial vans, trucks, pick-up trucks and automobiles bearing commercial insignias larger than one foot square. All vehicles regularly parked on a property must have an approved parking space.

Section 15. No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, stucco, stone or other veneer specifically approved by the Architectural Committee, in writing.

Section 16. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Architectural Committee; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway surface must be paved or the surface approved by the Architectural Committee.

Section 17. All material selections and color selections must be submitted and approved by architectural Committee prior to application. Allowed finishes include painted wood siding, brick, stone, stucco (or “Dryvit facsimile”).

Section 18. All tennis courts and swimming pools located on any Lot shall be located behind the rear line of the house located on the Lot. All swimming pools shall be “in ground” and surrounded by approved decorative fence. Design and location of tennis courts and swimming pools must be submitted to the Architectural Committee for approval prior to clearing or grading.

Section 19. No water pipe, gas pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

Section 20. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 21. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

Section 22. Outdoor clothes lines must be screened by approved landscaping or fencing, or placed in a location not readily visible from any street or adjoining property.

Section 23. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 24. The design of all mailboxes must be approved by the Architectural Committee.

Section 25. All fencing must be approved by The Architectural Committee prior to erection. Metal fence posts and chain link fences (including vinyl-clad chain link) are permitted when located behind the front plane of the house. Welded wire mesh may be used behind split rail fencing, or in certain cases, between cedar upright posts only. Such approval must be in writing by architectural Committee and the granting of such written approval granted by Architectural Committee shall be on an individual request basis and no such written approval granted in one instance shall be deemed or construed to grant such approval as to any other requests, Architectural Committee expressly reserving the right to grant or not grant such approval in its sole discretion.

Section 26. No fence, wall, hedge or shrub planting which obstructs site lines at elevation between 2 and 6 feet above the roadways shall be erected, placed, planted or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The site line limitation shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such site lines.

Section 27. In order to avoid unsightly and aesthetically offensive structures, the location of tree houses and play structures and construction details, as well as exterior colors thereof, must be approved by the Architectural Committee before the commencement of construction.

Section 28. No obnoxious, offensive, or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 29. With respect to each Residential Lot, construction of the residential building is to be completed within nine (9) months from the date of beginning construction. In addition to all

other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, DEVELOPER shall have the right, but not the obligation, to re-purchase the Lot for an amount not to exceed the purchase price paid DEVELOPER for the Lot without interest, plus the certified expenses of improvement made thereon.

Section 30. No Owner of a Lot which abuts any stream or waterway shall damn up, redirect water flow or add to volume of water flow in any way that affects up-stream or downstream Lots.

Section 31. Roof Treatment. All roof stacks and vents must be located on the rear slopes of roofs except where a different location has been approved in writing by Architectural Committee prior to construction. All roof stacks, vents, flashings and chimney caps must be painted to match roof color if visible from front side of houses. All central air conditioning compressors shall be ground mounted. On homes equipped with solar heat collectors, the location and design of these units must be approved in writing by the Architectural Committee prior to construction.

Section 32. Unless waived by the Developer in writing, no Lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision. In the event written waiver is granted, Developer reserves the right should any owner desire to provide access to property outside the subdivision to assess reasonable costs for extension of water lines and other utilities, inclusive of roadways, which were expended in the development of said subdivision.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

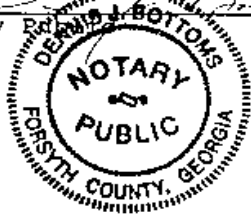
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they can be renewed and extended, either in whole or in part, for successive periods of ten (10) years if signed by two-thirds (2/3) of the owners and filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such agreement shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are renewed. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Additional land within the area described in Exhibit "A" attached hereto and incorporated herein by reference and additional property lying in the same Land Lots or adjacent Land Lots to the property described in Exhibit "A" may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided, that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set his hand and seal this 21st day of
OCTOBER, 1992.

Carolyn W. Morris
Witness
[Signature]
Notary Public



Notary Public, Forsyth County, Georgia
My Commission Expires Sept. 19, 1998

[Signature]
JERRY L. MORRIS, Declarant
[Signature]
DAVID GREER, Declarant

EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 588, 589, and 590 of the Second District, First Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at a point which is the corner of Land Lots 589, 588, 564 and 565; thence proceeding along the Eastern land lot line of Land Lot 589, said district, section and county, South 1 degree 3 minutes 30 seconds West 312.81 feet to a point at a nail set in a rock; thence South 88 degrees 56 minutes 35 seconds East 1,232.65 feet to an iron pin set on the right-of-way of Old Atlanta Road, (said road having an 80 foot right-of-way); thence proceeding along said Western right-of-way of Old Atlanta Road South 0 degrees 35 minutes 10 seconds West 510.01 feet to an iron pin; thence leaving said right-of-way South 87 degrees 24 minutes 15 seconds West 57.74 feet to a point; thence South 04 degrees 55 minutes 45 seconds West 176.71 feet to a point; thence South 79 degrees 52 minutes 24 seconds East 71.97 feet to a point located on the Western right-of-way of Old Atlanta Road; thence continuing along said right-of-way, South 0 degrees 36 minutes 32 seconds West 431.05 feet to an iron pin; thence leaving said right-of-way, North 89 degrees 26 minutes 50 seconds West 1,215.65 feet to a point, which is the corner of Land Lots 589 and 588; thence proceeding along the land lot line dividing Land Lots 588 and 589, North 0 degrees 32 minutes 42 seconds West 555.33 feet to a rod; thence leaving said land lot line, North 88 degrees 35 minutes 10 seconds West 1,355.21 feet to a rod on the land lot line dividing Land Lots 589 and 590; thence North 88 degrees 33 minutes 11 seconds West 271.83 feet to an iron pin found; thence North 15 degrees 44 minutes 47 seconds East 732.30 feet to an iron pin located on the land lot line dividing Land Lots 563 and 590, said district, section and county; thence proceeding along the Northern land lot lines of Land Lots 590 and 589, South 88 degrees 31 minutes 34 seconds East 149.53 feet to an iron pin at a fence; thence continuing along said Northern land lot line of Land Lot 589, South 88 degrees 50 minutes 48 seconds East 170.00 feet to an iron pin; thence continuing along said land lot line, South 88 degrees 12 minutes 42 seconds East 130.02 feet to an iron pin; thence continuing along said land lot line South 88 degrees 39 minutes 20 seconds East 214.10 feet to an iron pin; thence continuing along said land lot line, South 88 degrees 47 minutes 26 seconds East 170.65 feet to a rod; thence continuing along said land lot line, South 88 degrees 29 minutes 49 seconds East 597.93 feet to the POINT OF BEGINNING.

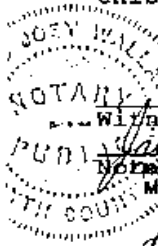
Said tract contains 51.23 acres and is more fully described on a survey for Jerry L. Morris and C. David Greer dated February 20, 1992, prepared Richard May & Associates, Inc., Richard May, RLS No. 2210.

**CONSENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The undersigned parties own certain lots in Bethany Spring Subdivision and do hereby declare that said lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in the Declaration of Covenants, Conditions and Restrictions attached to this Consent.

IN WITNESS WHEREOF, the undersigned parties have executed

this Consent this 28 day of OCTOBER, 1992.



Witness
James Jay Wallace
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

Witness
James Jay Wallace
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

Witness
James Jay Wallace
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

Witness
James Jay Wallace
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

Witness
James Jay Wallace
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

T & G BUILDERS, INC.

By: _____
Thomas E. Godfrey

WILLIAM BYERS & ASSOCIATES

D/B/A BYERS BUILDING

By: _____
William C. Byers

Rick Tarntinsan

SOUTHERN ELEGANCE HOME BUILDERS

By: _____
Joseph M. Gore

LAKEVIEW PROPERTIES, INC.

By: _____
Tony M. Bates

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BETHANY SPRING SUBDIVISION BY EXTENDING
THE SAME TO INCLUDE BETHANY SPRING SUBDIVISION, PHASE II**

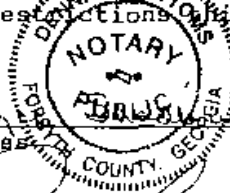
WHEREAS, Jerry L. Morris and David Greer have heretofore recorded Declaration of Covenants, Conditions and Restrictions for Phase I of Bethany Spring Subdivision at Deed Book 622, page 615, Forsyth County Deed Records, as amended at Deed Book 633, page 302, Forsyth County Deed Records; and

WHEREAS, the undersigned parties own all of the lots in Bethany Spring Subdivision Phase II as shown on a final subdivision plat for Bethany Spring Phase II recorded at Plat Book 37, pages 48-53, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, and which plat is incorporated herein by reference for a more complete description of this property; and

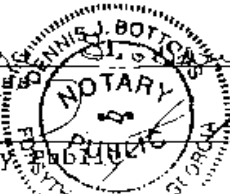
WHEREAS, pursuant to the terms of said Declaration of Covenants, Conditions and Restrictions, Jerry L. Morris and David Greer do hereby extend the Declaration of Covenants, Conditions and Restrictions to cover Phase II of Bethany Spring Subdivision, being more particularly described on the aforesaid survey.

NOW THEREFORE, the undersigned parties hereby declare that all of the property in Phase II of Bethany Spring Subdivision shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions recorded at Deed Book 622, page 615, Forsyth County Deed Records, as amended at Deed Book 633, page 302, Forsyth County Deed Records, which is for the purpose of protecting the value and desirability of and which run with the real property and are binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned parties execute this
Amendment to the original Declaration of Covenants, Conditions
and Restrictions on this 11 day of May, 1993.


Witness [Signature]
Notary Public, Forsyth County, Georgia
My Commission Expires Sept. 19, 1996

[Signature]
JERRY L. MORRIS


Witness [Signature]
Notary Public, Forsyth County, Georgia
My Commission Expires Sept. 19, 1996

[Signature]
DAVID GREER

Notary Public, Forsyth County, Georgia
My Commission Expires Sept. 19, 1996

Forsyth County
Clerks Office Superior Court
Filed for record on the 11
day of May, 1993
at 3:30 o'clock PM Recorded in
Book 633 Page 43 this
day of May, 1993
Cecil McCleary Clerk
[Signature]

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FORSYTH

Forsyth County
Clerks Office Superior Court
Filed for record on the 14
day of May, 1993
at 1:30 o'clock PM. Recorded in
Book 557 Page 429 this
day of May, 1993
Cliff McCreary, Clerk
Chg. Deener

THIS INDENTURE, made this 14th day of May in the year of our Lord One Thousand Nine Hundred and Ninety-Three, between **JERRY L. MORRIS and C. DAVID GREER** of the State of Georgia and County of Forsyth of the first part and **LAKEVIEW PROPERTIES, INC.**, of the State of Georgia and County of Forsyth of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, its heirs and assigns, all that tract and parcel of land described as follows:

All that tract or parcel of land lying and being in Land Lot 588 of the Second District and First Section of Forsyth County, Georgia, being Lot 38 of Bethany Spring Phase II as shown on a final subdivision plat dated April 19, 1993, as surveyed by Richard N. May, R.L.S. No. 2210, which plat is recorded at Plat Book 37, pages 48-53, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, which plat is incorporated herein by reference for a more complete description of this property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee the said party of the second part, its heirs and assigns forever, IN FEE SIMPLE.

And the said parties of the first part, for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said party of the second part, its heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, that the said parties of the first part have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed and delivered
in the presence of:

Donald C. Cogh
Witness

[Signature]
Notary Public

Signed the 14 day of

May, 1993.
FORSYTH COUNTY, GEORGIA
PUBLIC

Notary Public, Forsyth County, Georgia
My Commission Expires Sept. 19, 1996

Jerry L. Morris (SEAL)
JERRY L. MORRIS

C. David Greer (SEAL)
C. DAVID GREER

Forsyth County, Georgia
Rec'd Estate Transfer Tax

Paid \$ 36.30

Date 5-14-93

Cliff McCreary
Clerk of Superior Court

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BETHANY SPRING SUBDIVISION**

The undersigned parties are all lot owners in Phase I of Bethany Spring Subdivision and do hereby amend the Declaration of Covenants, Conditions and Restrictions for Bethany Spring Subdivision which have been heretofore filed in the Office of the Clerk of the Superior Court of Forsyth County, Georgia. The undersigned parties do hereby delete Section 13 of Article VI, and in lieu thereof, substitute the following:

“Section 13. No dwelling located in the Subdivision shall have heated living area, with ceiling height of not less than 8’, exclusive of garages, carports, porches, terraces, bulk storage and basements, (even if finished) of less than 1,800 square feet.”

All other provisions of the original Declaration of Covenants, Conditions and Restrictions for Bethany Spring Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed
this Amendment this 23rd day of DECEMBER, 1992.

Carolyn W. Wooley
Witness
James Allen Wallen
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996
Carolyn W. Wooley
Witness
James Allen Wallen
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996
Carolyn W. Wooley
Witness
James Allen Wallen
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Carolyn W. Wooley
Witness
James Allen Wallen
Notary Public, Forsyth County, Georgia
My Commission Expires Feb. 10, 1996

WILLIAM BYERS & ASSOCIATES D/B/A
BYERS BUILDING
By: William Byers, Jr.
William Byers, Jr.

T & G BUILDERS, INC.
By: Thomas A. Godfrey
Thomas A. Godfrey

SOUTHERN ELEGANCE HOME BUILDERS
By: Joseph A. Gore
Joseph A. Gore

FAKEVIEW PROPERTIES, INC.
By: Larry Byers
Larry Byers

Dwight Greer
Dwight Greer
Virginia Perry
Virginia Perry
Dwight Greer
Dwight Greer
Jerry L. Moells
Jerry L. Moells

GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 19th
day of December, 1993
At 2:30 clock P M Recorded in
Book 633 Page 302 this
19th day of December, 1993
Notary Public
[Signature]

649
[Signature]

**AMENDMENT TO DECLARATION OF COVENANTS AND
BYLAWS, CONDITIONS, AND RESTRICTIONS FOR
BETHANY SPRING SUBDIVISION**

The undersigned parties constitute the board of the Bethany Spring Homeowners Association (BSHOA) and here affirm that a duly conducted election was held under the bylaws of the BSHOA to amend the Bylaws and the Covenants and that the following changes were approved by 90% of the current homeowners in good standing per Article II, Section 1, part (b) of the BSHOA covenants, such that the following amendments and revision are hereby approved:

**REVISIONS AND ADDITIONS TO COVENANTS
ARTICLE VI**

Revised Section 4: No exterior satellite dishes or other electronic transmission or receiving equipment in excess of two and one half (2 ½) feet in diameter shall be placed upon any lot with prior “location consent” of the Architectural Control Committee. The Architectural Control Committee has the absolute right to deny placement of a satellite dish or other electronic transmission or receiving equipment upon a lot if there is no suitable location of the lot for the placement of such devices without affecting the aesthetic qualities of the lot in question and subdivision in general. No more than two satellite dishes of two and one half (2 ½) feet in diameter or less may be placed on the property, and all must be located behind the front plane of the house.

Revised Section 17: All material selections and color selections must be submitted and approved by Architectural Committee prior to application. Allowed finishes include painted wood siding, brick, stone, stucco (or equivalent), or other materials as approved by the Architectural Committee.

New Section 33: Homeowner is responsible for timely maintenance of the home: there must be no peeling or faded paint, damaged siding, damaged or missing trim or accents, and driveways must be kept clean with any cracks or holes promptly patched. The Architectural Control Committee, in its discretion, may notify a homeowner of the need for specific repairs or maintenance as necessary to ensure the aesthetics and quality of the neighborhood and may set reasonable deadlines for completion of work.

New Section 34: Maintenance of the homeowner's landscape is necessary: lawns are to be regularly mowed. Weeds are to be controlled in lawns and planting beds, and all planting beds mulched so that neither soil nor cloth is exposed. Bushes and shrubs are to be trimmed or pruned annually and all trees pruned as needed, with dead or diseased branches and limbs removed. Dead plants, shrubs, and trees are to be removed. Lawn waste, plant clippings, trimmings, and all other green waste must be collected and removed by disposal or by mulching in a location that is not visible from the roads. The Architectural Control Committee, in its discretion, may notify a homeowner of the need for specific repairs or maintenance as necessary to ensure the aesthetics and quality of the neighborhood and may set reasonable deadlines for completion of work.

New Section 35: The homeowner of any property who resides in that property less than two weeks of each month or the homeowner of any property which is rented (or leased) shall engage a licensed lawn maintenance company to ensure that the lawns, plantings, trees, shrubs, and hardscape are maintained and orderly in keeping with the covenants; said lawn maintenance company to be approved in advance by the Architectural Control Committee.

ADDITIONS TO COVENANTS ARTICLE VII

New Section 6: The "Georgia Property Owners' Association Act" is hereby adopted as the governing regulations and laws of the Bethany Spring Homeowners Association, and where there is any conflict between these bylaws or the covenants the Georgia Property Owners' Association Act will take priority.

REVISIONS TO BYLAWS ARTICLE IV

Section 2: The term of office for each director shall be two (2) years, with alternation such that in one year the vice-president and treasurer terms end and in the next the president and secretary terms end. All other seats have a two year term from the year of election to office.

All other provisions of the Bylaws and Covenants of the BSHOA remain in full force and effect.

IN WITNESS TO THE ABOVE, the undersigned parties have executed this amendment
the 10 day of November in the year 2005.

Notary:

David G. Rees

Stamp:

President, Scott Hampton

Scott Hampton

Notary:

David G. Rees

Stamp:

Vice-President, Jane Olesen

Jane G Olesen

Notary:

David G. Rees

Stamp:

Treasurer, Priscilla Roopnarine

Priscilla Roopnarine

Notary:

David G. Rees

Stamp:

Secretary, Mary Nix

Mary Nix

Notary:

David G. Rees

Stamp:

Special Committee Head, Scott Martell

Scott Martell