

State of Georgia
County of Clayton

After recording, please return to: The Knight Group, Inc.
9497 Thornton Blvd, Jonesboro, GA 30236

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FAIRHAVEN SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 11 day of September, 2003, by THE KNIGHT GROUP, INC., a Georgia corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Fulton, State of Georgia, which is known as: FAIRHAVEN SUBDIVISION, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and the Declarant desires to create thereon a community with open spaces and other common facilities, and to this end, desires to subject the real property described in Article I together with such additions as may hereinafter be made thereto, (as provided in Article I) pursuant to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et. seq., to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the protective covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Georgia, as a non-profit corporation, "FAIRHAVEN HOMEOWNERS' ASSOCIATION, INC.", hereinafter referred to as "Association", for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant declares that the real property described in Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easement, charges and liens, (sometimes referred to as "Covenants and Restrictions" or "Protective Covenants") hereinafter set forth; and the development shall be governed pursuant to O.C.G.A. § 44-3-220 et. seq.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

Existing Property.

1.01. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is generally described as FAIRHAVEN SUBDIVISION, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. As individual residential lots in FAIRHAVEN SUBDIVISION are transferred to Owners, the lots shall become subject to this Declaration. The

Common Properties shall become subject to this Declaration immediately upon the filing of the subdivision plat.

Additional Lots/Units of FAIRHAVEN SUBDIVISION.

1.02. Additional lots of FAIRHAVEN SUBDIVISION may become subject to this Declaration, and members of the Association, by recordation of a Deed making said additional lots/units subject to these Protective Covenants in the sole discretion of the Declarant.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, each term defined in Article II shall have the meaning herein respectively specified.

Association.

2.01. "Association" shall mean and refer to the Association of all Owners established in accordance with the By-Laws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Owners, Lessees, Licensees and Occupants, and their successors and assigns. This association shall be formally known as FAIRHAVEN HOMEOWNERS' ASSOCIATION, INC.

Board.

2.02. "Board" shall mean and refer to the Board of Directors of FAIRHAVEN HOMEOWNERS' ASSOCIATION, INC. Until otherwise elected according to the By-Laws, the Board shall consist of the members designated in the Articles of Incorporation.

Building Setback Line.

2.03. "Building Setback Line" shall mean and refer to an imaginary line or lines parallel to any property line specifying the closest point from any property line that a building structure may be located.

Committee.

2.04. "Committee" shall mean and refer to the Architectural Review Committee.

Common Properties.

2.05. "Common Properties" shall mean and refer to those areas of land shown on any recorded plat of any property subject to this Declaration and intended to be devoted to common use and enjoyment of the Owners, Lessees, Licensees or Occupants of said property, and shall specifically include all area deeded to the Association by Declarant.

Declaration.

2.06. "Declaration" shall mean and refer to this Declaration of Protective Covenants and Restrictions for FAIRHAVEN SUBDIVISION.

Declarant and/or Developer.

2.07. "Declarant" shall mean and refer to THE KNIGHT GROUP, INC., and its successors and assigns. "Developer" shall also mean and refer to THE KNIGHT GROUP, INC., and its successors and assigns.

Improvements.

2.08. "Improvements" shall mean and refer to and include structures and construction of any kind, whether above or below the land surface, such as but not limited to, buildings, out-buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entranceways, gates, signs and mailboxes.

Living Area.

2.09. "Living Area" shall mean and refer to those heated and air conditioned areas which are completely finished as living area and which shall not include garages, carports, porches, patios, storage

areas or basements.

Member.

2.10. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article X, Section 10.01, hereof.

Owner.

2.11 "Owner" shall mean and refer to the holder of record fee simple title to all or part of property described herein and as the legal description of which may be amended from time to time on the Deed Records of the Superior Court of Fulton County, Georgia.

Sign.

2.12. "Sign" shall mean and refer to any structure and all parts thereof which are erected or used for advertising or display.

The Properties.

2.13. "The Properties" shall mean and refer to all such existing properties, and additional thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article I hereof.

**ARTICLE III
PROHIBITED USES AND VARIANCES**

Land Use and Building Type.

3.01. No site shall be used except for single family residential and recreational purposes. Once the construction of any building is begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The structures must be completed in accordance with said plans and specifications approved by the Committee upon each lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Nuisances.

3.02. No Owner, Lessee, Licensee or Occupant shall create a nuisance. No rubbish or debris of any kind shall be placed or permitted to accumulate on any real property and no odors shall be permitted to emanate so as to render any of said real property unsanitary, unsightly, offensive or detrimental to any property in the vicinity or to any Owner, Lessee, Licensee or Occupant thereof. No Property shall be used in such a manner as to create a nuisance to others, such as but not limited to: vibrations, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic and non-toxic matters.

Property Maintenance, Repair of Buildings.

3.03. All lots, whether occupied or unoccupied, and any buildings or other improvements placed thereon, shall at all times be maintained in accordance with all health, fire, police and government requirements and in such a manner as to prevent their becoming unsightly, i.e., by reason of unattractive growth or the accumulation of rubbish or debris thereon. No building or other improvement shall be permitted by its Owner, Lessee, Licensee or Occupant to fall into disrepair, and each such building or improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Right of Entry.

3.04. During reasonable hours and subject to reasonable security requirements, Declarant, its authorized representative and the Committee shall have the right to enter upon any lot and any building or other improvement constructed thereon, for the purpose of ascertaining compliance with this Declaration. Any such entry shall constitute an authorized entry, and Declarant, its authorized representatives or the Committee shall not be deemed guilty of trespass by reason thereof. In the event that said Owner, Lessee, Licensee or Occupant fails to comply with any or all of these Protective Covenants, its authorized representatives and the Committee shall have the right, privilege and license to enter upon any lot or any portion thereof and make any and all corrections or improvements that may have been reasonably necessary to comply with these Protective Covenants, all at the sole cost and reasonable expense of such Owner, Lessee, Licensee or Occupant to the Association within thirty (30) days after receipt of notice of the amount due. Any payment not made within said thirty (30) days shall become a lien upon such lot.

Variances.

3.05. Declarant reserves and shall have the sole right to grant reasonable variances from the provision of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein, provided, however, that said variances, in sole opinion of Declarant, shall not materially injure any of the property or improvements of adjacent property. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other person or real property.

Rules and Restrictions.

3.06. In addition to the Prohibited Uses and Variances set forth in Article III, the Properties are subject to provisions of this Declaration governing individual conduct and uses of or actions upon the Properties as set forth in Exhibit 'B', Rules and Restrictions.

Additional Protective Covenants.

3.07. No Owner, Lessee, Licensee or Occupant, without the written consent of Declarant, may impose any additional Protective Covenants on any part of FAIRHAVEN SUBDIVISION.

**ARTICLE IV
PRESERVATION OF VALUES OF THE PROPERTY AND THE NATURAL ENVIRONMENT**

4.01. It shall be the express intent and purpose of these Protective Covenants to protect, maintain and enhance the natural environment as well as preserve the value of the property subject to these Protective Covenants. It shall be the further intent and purpose of these Protective Covenants to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources and to afford and enhance recreational opportunities.

4.02. Pursuant to its overall program of environmental conservation, the right is expressly reserved to the Association and to the Declarant, to make access trails or paths through said Common Properties for the purpose of permitting observation and study of wildlife, hiking and riding, to erect buildings and other facilities for all types of recreation, to erect small signs throughout said Common Properties designating points of particular interest and attraction and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Common Properties.

4.03. The Association and Declarant shall have the right to protect from erosion the land described as Common Properties by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading or other means deemed expedient or necessary by said Association and Declarant. The right is likewise reserved to the Association and Declarant to take necessary steps to provide adequate drainage ways, canals and access roads in Common Properties.

4.04. Declarant reserves unto itself, the right to go on, over and under the land comprising the Common Properties to erect, maintain and use electric and the telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations and tanks, treatment plants and/or other facilities within such Common Properties. Such rights may be exercised by any licensee of Declarant to provide or maintain any such utility or service.

4.05. No dumping, burning or disposal in any manner of trash, litter, garbage, sewage, woodlands or any unsightly or offensive material shall be permitted in or upon such Common Properties, except as is temporary and incidental to the *bona fide* improvement of the area. Fires of any kind shall be prohibited in all Common Properties except in designated and controlled areas as specified by the Association.

4.06. Declarant expressly reserves to itself every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration.

4.07. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on Declarant, that Declarant is not bound to make any of the improvements noted herein or extend to any Owner, lessee, Licensee or Occupant any service of any kind. The Association shall, however, have the responsibility to maintain such areas as required herein and/or by governmental authorities.

4.08. The Association shall also have the power to maintain signs, landscaping and other structures within the road rights-of-way. If the road rights-of-way are part of the Common Properties, the Association shall have the power to and obligation to maintain the roads and drainage.

4.09. Where Declarant is permitted by these Protective Covenants to correct, repair, clean, preserve, clear out or to do any action on the restricted property, its failure to take such action shall not be deemed a breach of these Protective Covenants.

4.10. In the event facilities are constructed upon the Common Properties, the Board may adopt rules and regulations governing the use and control of such facilities.

4.11. Declarant hereby reserves, and is hereby granted unto its successors and assigns, an easement for ingress and egress for the installation, repair and maintenance of drainage, sewer, water, electricity, gas, telephone, television system and similar facilities over, under, along and across all Common Properties. Such easement shall also include the right to use all roadways of The Properties.

4.12. In addition to the Preservation of Values of the Property and the Natural Environment set forth in Article IV, the Properties are subject to provisions of a separate Deed Restriction recordation providing permanent protection, in perpetuity, of at least 20 percent of the area of the subdivision as greenspace as set forth in Exhibit 'C', "Dedication of Property for Public Benefit".

**ARTICLE V
DEVELOPMENT STANDARDS**

Building Setback Lines.

5.01(a) Buildings. Buildings shall not be placed closer than the minimum setback lines shown on Recorded plats.

5.01(b) Eaves, steps, etc. For the purpose of these Protective Covenants, swimming pools, decks, uncovered porches, patios, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a structure to encroach upon another lot.

Governmental Rules.

5.02. In the event governmental rules and regulations are more restrictive than these Protective Covenants, said rules and regulations shall prevail.

Buildings and Other Structures.

5.03(a) Approval. Prior written approval of the Declarant is required before construction commences on any building, structure or other improvement on all lots and other portions of the Properties. Approval by the Declarant does not preclude any necessary permits required by municipalities for such improvements.

5.03(b) Construction. After commencement of construction of any building on, or any improvements to, any lot, the Owner, Lessee, Licensee or Occupant so commencing such construction shall diligently prosecute the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner, Lessee, Licensee or Occupant of any lot on which buildings or improvements are being constructed shall at all times keep all streets and right-of-way contiguous to said lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of any buildings or improvements on such lot.

5.03(c) Building Materials. Exterior building materials must be approved in writing by the Committee or Declarant and must meet the Zoning Conditions established on the recorded subdivision plat.

5.03(d) Dwelling Size. The minimum square footage of the living area required for residential dwellings shall be as set forth in the Zoning Conditions established on the recorded subdivision plat.

5.03(e) Garages. Each single family unit shall have a functional one or two car garage attached to the residence.

5.03(f) Garbage and refuse disposal. No lot shall be used, maintained or allowed to become a dumping ground for scraps, litter, leaves, limbs or rubbish. Trash, garbage or other waste shall not be allowed to accumulate on the property and shall not be kept except in sanitary containers which shall be screened on all sides which are visible from the street and installed in such a manner to be acceptable to the Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.03(g) Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that they are not allowed to wander or roam about the neighborhood. Such pets, when off the owner's lot, shall be under leash or voice control of the owner or their agent.

Temporary Structures.

5.04. No structure of a temporary character, basement, tool or storage shed, barn or other outbuilding of any type shall be located on any lot or any lands shown and/or set aside on a recorded plat as Green Areas at any time, unless approved in writing by the Committee.

Utility Connections and Television Antennas.

5.05. All dwelling connections for all utilities including, but not limited to, water, sewage, electricity, telephone and television shall be underground from the proper connection points to the dwelling in such a manner to be acceptable to the governing utility authority. Installation in a manner other than as prescribed herein shall not be permitted except upon written approval of the Committee. Installation of satellite receivers must be approved in writing by the Committee and in no instance shall such receivers be placed in view of the street.

Landscaping.

5.06(a) Installation. Landscaping as approved by the Committee shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building, whichever date first occurs, unless the Committee shall approve in writing another final date of landscaping installation. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from such notifications, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing such landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association. Until paid, the cost plus twenty-five percent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a material man's lien made on real property. Within fifteen (15) days following any request from any Owner or Lessee, the Association shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Owner or the leasehold interest of such Lessee. At the option of the Committee, it may require a bond to be posted by the Owner, prior to occupancy, to ensure the installation of the landscaping.

5.06(b) Maintenance. All landscaping shall be maintained in an attractive and well-kept condition, and in accordance with the approved plans. In the event such landscaping is not so maintained, the Association shall notify the Owner in writing by certified mail that such landscaping is not being properly maintained. If such maintenance is not affected by the Owner within thirty (30) days from such notification, the Association shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of maintaining, restoring or repairing said landscaping. The costs incurred by the Association in maintaining such landscaping, plus a twenty-five percent (25%) allowance for overhead, shall be borne by the Owner and shall be paid on demand to the Association or such other persons or entities designated by such Association. Until paid, the costs incurred plus twenty-five percent (25%) overhead

Approval: Content of Plans.

6.03. No improvement by anyone other than Declarant shall be erected, placed, altered, maintained or permitted on any lot until plans have been submitted to and approved in writing by the Committee. Such plans shall include the following:

6.03(a) Site Plan. A site plan, complete with dimensional locations of all proposed improvements, with all building setback lines shown, site grading and storm drainage plan shown on a topographic map with a minimum of two foot contour intervals;

6.03(b) Landscape Plan. A landscape plan showing types, sizes and locations of all shrubs and ground covers to be planted, as well as all trees to be planted and all trees which are proposed to be removed;

6.03(c) Architectural Plan. Floor plans, elevation drawings of all exterior walls and roof plan, location of air conditioning compressor, driveway columns and mail box design;

6.03(d) Description of Exterior. A description of all proposed exterior finishes, materials and colors, including those for walls, roofs, windows, doors, paving, fences, signs and exterior lighting fixtures. Samples and/or manufacturer's identification data shall be supplied if requested by the Committee.

6.03(e) Procedure for Submission. Such plans shall be submitted in writing over the signature of the Owner of the lot or his authorized agent and shall be accompanied by the request of such Owner or Agent for the approval of said plans.

Basis for Approval.

6.04. Approval shall be based, among other things, on adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that existing or intended for neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans to the purpose and general plan and intent of the Protective Covenants. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans.

Basis for Approval.

6.05. If the Committee fails to approve, disapprove, or approve with modifications, such plans within fifteen (15) days after the same have been submitted in writing to it, it shall be conclusively presumed that it has approved said plans, subject, however, to compliance with the Protective Covenants contained herein.

**ARTICLE VII
DURATION, MODIFICATION AND REPEAL**

Duration

7.01. The Protective Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date these Protective Covenants are recorded, after which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said Protective Covenants, in whole or in part, provided however that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Easements of any type enumerated herein are perpetual, will not terminate upon termination of these Covenants, and may not be modified or terminated without specific written occurrence of the Declarant. The Declarant or the Association, or any affected Owner or Lessee may, but shall not be required to, enforce these Protective Covenants.

Notices.

7.02. Notice will be deemed to be sufficiently given if deposited in the U.S. Mail with the required postage to the address of the Member that has been registered with the Association. In the event of the failure of the member to register his, her or its address with the Association, notice properly mailed to the Member's property address in FAIRHAVEN SUBDIVISION will be deemed sufficient.

reasonable standards of health, safety and appearance. Such rights may be exercised by any Licensee of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utility or service.

**ARTICLE IX
LIMITATION OF LIABILITY**

Plan Approval.

9.01. Neither the Declarant nor its successors or assigns nor the Committee nor any member thereof shall be liable on damages to any Owner, Lessee, Licensee or Occupant or their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans, the enforcement or nonenforcement, modification or waiver, breach or default of any covenant or restriction or provision contained herein. Every Owner, Lessee, Licensee or Occupant and their successors and assigns, by acceptance of a Deed, waives and release the right to bring any action, proceeding or suit against Declarant, the Committee and all members thereof to recover damages.

Construction.

9.02. Where plans are approved by the Committee, (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgment of consent by the Committee to the improvement being constructed in accordance therewith, and shall not, in any way be deemed to imply any warranty, representation or approval by the Committee, the Declarant, its successors and assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have a market value of any particular magnitude.

**ARTICLE X
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Membership.

10.01. The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any parcel which is subject by Protective Covenants to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Voting Rights.

10.02. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all of those Owners as defined in Section 10.01 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership in Section 10.01. When more than one person holds such interest, all such persons shall be Members and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B Members shall be the Declarant. The Class B Member shall be entitled to three votes for each lot that entitles a Class A member to one vote. The Class B member shall always have, therefore, three times the number of votes of the total of Class A members.

When HUD/VA Prior Approval Required.

10.03. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions, requires HUD/VA prior approval as long as there is a Class B membership.

ARTICLE XII
COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien for Assessments.

12.01. Each Owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien on the property against which each assessment is being made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall be a lien on the said lot pursuant to O.C.G.A. § 44-3-220 *et. seq.*, and also shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Purpose of Assessments.

12.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property subject to these Protective Covenants and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the improvements situated upon the property, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as the specific powers given to the Association as designated in those Protective Covenants, (i.e., those specified in Article IV). Such improvements include a fence which may be located in the public right-of-way.

Basis and maximum of Annual Assessments.

12.03. The annual assessment shall not be more than ONE HUNDRED FIFTY DOLLARS (\$150.00) per lot, adjusted annually by changes in the Consumer Price Index as published by the U.S. Department of Commerce. The Board may, after consideration of the current maintenance and other costs of the Association, fix the actual assessment for any year, up to the maximum designated above. If such assessment is not made by the Board on or before April 1 of any year, the annual assessment for the year shall be the same as for the preceding year.

Basis of Special Annual Assessments.

12.04. In addition to the annual assessments authorized by 12.03 hereof, 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 or reconstruction, repair or replacement of a described capital improvement upon the Common Properties or public rights-of-way, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Declarant shall not be entitled to vote on such assessment.

Special Assessments for Capital Improvements.

12.05. Subject to the limitations of Section 12.03 hereof, and for the periods therein specified, the Association may change the maximum amount and basis of the assessments fixed by Section 12.03 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes irrespective of class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Quorum for any Action Authorized Under Sections 12.04 and 12.05.

12.06. The quorum required for any action authorized by Sections 12.04 and 12.05 hereof shall be as follows: at the first meeting called, as provided in Sections 12.04 and 12.05 hereof, the presence of the Members, or of the proxies, fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 12.04 and 12.05 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required at the preceding meeting, provided that no such

subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Date of Commencement of Annual Assessments. Due Dates

12.07(a). The annual assessments provided for herein shall commence upon the date of the deed of conveyance from Declarant to the Owner/Class A Member. Any annual assessment shall be prorated for the first year if necessary.

12.07(b). The assessments for any year, after the first year, shall become due and payable on the first day of April and shall become delinquent ten (10) days thereafter.

12.07(c). The due date of any special assessment under Section 12.04 hereof shall be fixed in the resolution authorizing such assessment.

Duties of the Board of Directors of the Association.

12.08(a). The Board shall fix the date of the commencement and the amount of the assessment against each lot, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment thereupon shall be sent to every Owner subject thereto.

12.08(b). The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Effect of Non-Payment of Assessment: The Lien: Remedies of the Association.

12.09(a). If the assessments are not paid on the date when due (being the dates specified in Section 12.07 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

12.09(b). If the assessment is not paid by the delinquency date, the assessment shall bear interest from the date of delinquency at a rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner who is personally obligated to pay the same or to foreclose the lien against the property, and the cost of such action shall be added to the amount of such assessment. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

12.09(c). Failure to pay assessments does not constitute a default under an insured mortgage.

Subordination of the Lien to Deeds to Secure Debt.

12.10. The lien of the assessments provided for herein, and the liens specified in Articles III, V and XIII, shall be absolutely subordinate to the lien of any deed to secure debt or other financing instrument now or hereafter placed upon the properties subject to assessment. This subordination shall not relieve such property owner from liability for assessment now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any deed to secure debt or other financing instrument, irrespective of when such deed to secure debt or other financing instrument was executed and recorded.

Exempt Property .

12.11(a). The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein: (i) all properties to the extent of any utility or drainage easement, except the easements defined in Article VIII; (ii) all Common Properties as defined in Article II hereof; (iii) all properties exempted from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemption.

12.11(b) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE XIII
EASEMENTS AND COVENANTS RUNNING WITH LAND

13.01. The rights, easements, covenants and restrictions herein established for the benefit of any lot shall run with, and be appurtenant to title to such lot and shall be burdens upon every other lot within FAIRHAVEN SUBDIVISION, run with title to all such lots, and bind Declarant, its assigns and successors in title with respect to each of such lots, and all Owners, Lessees, Licensee or Occupants of such lots.

ARTICLE XIV
AMENDMENT OF PROTECTIVE COVENANTS

14.01 Declarant reserves and shall have the sole right:

14.01(a) to amend these Protective Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

14.01(b) to include in any contract or deed subsequent Protective Covenants, or other instruments hereafter made with respect to portions of FAIRHAVEN SUBDIVISION then owned by Declarant, any additional Protective Covenants applicable to the said land then owned by said Declarant which do not lower standards of the Protective Covenants herein contained and,

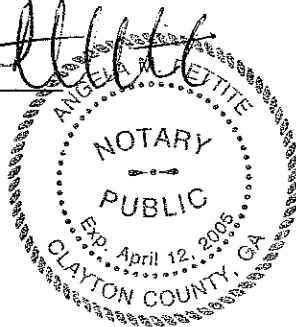
14.01(c) to release any lot from any part of the Protective Covenants, (including without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto), if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation. In addition, these Protective Covenants may be amended when approved by Declarant and two-thirds (2/3) of the Owners.

IN WITNESS WHEREOF, said Declarant has caused this instrument to be signed in its name by its President and its corporate seal to be hereunto affixed, and attested by its Secretary, this 11th day of September, 2003.

Signed, sealed and delivered
in the presence of:

Wendy Koelene
Unofficial Witness

[Signature]
Notary Public



Declarant:
THE KNIGHT GROUP, INC.

By: [Signature] (SEAL)
John P. Knight, Jr., President

TRACT ONE LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 13, 9F District, Fulton County, Georgia and being more particularly described as follows:

Commencing at a $\frac{1}{2}$ " open top pipe found at the intersection of the common corner of Land Lots 13, 14, 25 and 26 of the 9F District, Fulton County, Georgia;
 THENCE leave said common corner following the East line of Land Lot 13 South $08^{\circ}32'43''$ West, a distance of 1,355.52 feet, to a 1" open top pipe found;
 THENCE leave said East line of Land Lot 13 North $89^{\circ}37'46''$ West, a distance of 1,185.85 feet, to a point on the easterly right of way of Plantation Road (60' right of way);
 THENCE leave said easterly right of way North $89^{\circ}37'46''$ West, a distance of 76.87 feet, to a point on the westerly right of way of Plantation Road; said point being the POINT OF BEGINNING;
 THENCE leave said westerly right of way North $89^{\circ}37'46''$ West, a distance of 687.59 feet, to a point;
 THENCE North $11^{\circ}09'32''$ East, a distance of 1,354.45 feet, to a point on the South line of Land Lot 13;
 THENCE follow said South line of Land Lot 13 South $89^{\circ}17'28''$ East, a distance of 502.28 feet, to a $\frac{1}{4}$ " open top pipe found;
 THENCE continue following said South line of Land Lot 13 North $89^{\circ}52'56''$ East, a distance of 310.06 feet, to a point on the westerly right of way of Plantation Road;
 THENCE leave said South line of Land Lot 13 following said westerly right of way South $03^{\circ}07'13''$ West, a distance of 245.97 feet, to a point;
 THENCE continue following said westerly right of way South $03^{\circ}07'13''$ West, a distance of 389.36 feet, to a point;
 THENCE continue following said westerly right of way along a curve to the right having an arc length of 206.40 feet with a radius of 630.00 feet with chord distance of 205.48 feet with a chord bearing of South $12^{\circ}30'21''$ West, to a point;
 THENCE continue following said westerly right of way South $21^{\circ}53'28''$ West, a distance of 142.34 feet, to a point;
 THENCE along a curve to the right having an arc length of 198.18 feet with a radius of 661.44 feet with chord distance of 197.44 feet with a chord bearing of South $30^{\circ}28'29''$ West, to a point;
 THENCE continue following said westerly right of way South $39^{\circ}03'29''$ West, a distance of 245.31 feet, to a point; said point being the POINT OF BEGINNING.

Said tract contains 1,129,248 square feet (25.92 acres)

TRACT TWO LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 13, 9F District, Fulton County, Georgia and being more particularly described as follows:

Beginning at a $\frac{1}{2}$ " open top pipe found at the intersection of the common corner of Land Lots 13, 14, 25 and 26 of the 9F District, Fulton County, Georgia;
 THENCE leave said common corner following the East line of Land Lot 13 South $08^{\circ}32'43''$ West, a distance of 1,355.52 feet, to a 1" open top pipe found;
 THENCE leave said East line of Land Lot 13 North $89^{\circ}37'46''$ West, a distance of 1,185.85 feet, to a point on the easterly right of way of Plantation Road (60' right of way);
 THENCE follow said easterly right of way North $39^{\circ}03'29''$ East, a distance of 197.26 feet, to a point;
 THENCE continue following said easterly right of way along a curve to the left having an arc length of 216.16 feet with a radius of 721.44 feet with chord distance of 215.35 feet with a chord bearing of North $30^{\circ}28'29''$ East, to a point;
 THENCE continue following said easterly right of way North $21^{\circ}53'28''$ East, a distance of 142.34 feet, to a point;
 THENCE continue following said easterly right of way along a curve to the left having an arc length of 226.05 feet with a radius of 690.00 feet with chord distance of 225.04 feet with a chord bearing of North $12^{\circ}30'21''$ East, to a point;
 THENCE continue following said easterly right of way North $03^{\circ}07'13''$ East, a distance of 416.11 feet, to a point;
 THENCE continue following said easterly right of way North $03^{\circ}07'13''$ East, a distance of 223.23 feet, to a point;
 THENCE leave said easterly right of way North $89^{\circ}46'57''$ East, a distance of 1,017.14 feet, to a $\frac{1}{2}$ " open top pipe found; said $\frac{1}{2}$ " open top pipe being the POINT OF BEGINNING.

Said tract contains 1,343,523 square feet (30.84 acres)

EXHIBIT "B" Rules and Regulations

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed, or limited pursuant to Article X of the Declaration.

1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibit "A", offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.
2. **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board.
 - (a) Parking of any vehicles on streets or thoroughfares, paved or unpaved, within the Properties overnight or for any continuous period exceeding two hours, or storing of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other water craft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages or rear yards which are not visible from the street, regardless of duration; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas;
 - (b) Raising, breeding, or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;
 - (c) Any activity which omits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;
 - (d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
 - (e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;
 - (f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
 - (g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;
 - (h) Construction, erection, or installation of any fence, wall, or hedge, except that a wooden privacy fence not exceeding six feet in height and constructed in strict compliance with the Design Guidelines and approved in writing by Declarant or the ARC pursuant to Article IX

3. Prohibited Conditions. The following shall be prohibited within the Properties:
 - (a) Plants, animals, devised, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;
 - (b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;
 - (c) Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, wetlands, or other ground or surface waters within the Properties, except that Declarant and the Association shall have the right to draw water from such sources.
 - (d) The use of sheets, newspaper and other nonconforming means to cover windows. All window coverings must be specifically for installation as window covering.
4. Leasing of Lots. "Leasing", for purpose of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 20 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Restrictions and Rules.