

**DECLARATION OF RESTRICTIVE COVENANTS,
EASEMENTS AND CONDITIONS FOR
HIDDEN LAKE ESTATES, A SUBDIVISION**

THIS DECLARATION made this 8th day of March, 2007, by WEST GEORGIA LAND GROUP, LLC (hereinafter referred to as "Declarant");

WITNESSETH:

THAT WHEREAS, the Declarant is the owner and developer of real property located in Harris County, Georgia, shown on the plat entitled "Hidden Lake Estates" included herein as Exhibit "A", and

WHEREAS, the Declarant is in the process of developing and subdividing said real property into a subdivision known as Hidden Lake Estates (the "Subdivision"); and

WHEREAS, the Declarant intends to sell and convey the Lots within the Subdivision and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges, under the general plan or scheme of improvements for the benefit of all Lots in the Subdivision and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the Declarant declares that all of the Lots in the Subdivision are held and shall be held, conveyed, and hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the Declarant, and agreed by Declarant's successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of the Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all of the Lots; to create privity of contract and privity of estate between the Owners of the Lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all other Lots and parcels in the Subdivision and their respective Owners, present and future.

The following terms used in this Declaration are defined as follows:

A. "Association" means Hidden Lake Estates Property Owners' Association, Inc., as more fully defined herein below.

B. "Architectural Review Committee" or "ARC" means a committee established to ensure that the development of Hidden Lake Estates occurs in accordance with Section 12 of the article herein entitled USES AND RESTRICTIONS.

- C. "Board of Directors" or "Board" shall mean the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101 et seq.
- D. "Common Area" means all real and personal property, including easements and licenses, which the Association owns, leases or otherwise holds possessory or use rights in the common use and enjoyment of the Owners.
- E. "Declarant" means West Georgia Land Group, LLC or its assigned agent.
- F. "Lot" means any one or more of the Lots or other tracts or parcels created within the Subdivision or added to the Subdivision by recorded survey plat or by other means.
- G. "Owner" or "Lot Owner" means:
1. Any person, firm, corporation, other legal entity, or combination thereof, who or which holds fee simple title to any Lot.
 2. Any person, firm, corporation, other legal entity, or combination thereof, who or which has contracted to purchase fee simple title to any Lot pursuant to a written agreement, and which written agreement entitles such person, firm, corporation, legal entity, or combination thereof, to the exclusive right to possess and control such Lot, in which case the record fee simple owner of such Lot shall for the purposes of this Declaration cease to be the "Owner" of such Lot for so long as said agreement is legally effective.
- H. "Plat" means the plat entitled "Hidden Lake Estates" included herein as Exhibit "A", and any and all subsequently recorded survey plats of the Subdivision, or any portion thereof, or any lands added to the Subdivision.
- I. "Single Family Dwelling" means a residential dwelling for one or more than one person, and if more than one person, persons related to each other by blood, marriage, or legal adoption, and as defined by the Zoning Ordinance of Harris County, Georgia.
- J. "Subdivision" means the Lots shown on the Plat and any and all real property including common area, easements and other property added thereto that are subjected to this Declaration, or to this Declaration as amended.

USES AND RESTRICTIONS

1. Each Lot shall be used for single-family residential purposes only, and no manufacturing establishment, factory, public garage, sanitarium or hospital, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, mobile home, travel trailer, manufactured home, or any type of temporary housing shall be placed or located upon any Lot as a residence. Any campers, travel trailers, boats, trucks used for commercial purposes, or similar vehicles, which are kept or maintained on any Lot shall be stored in an enclosed or screened area out of the view of other Lots in the Subdivision and roads in the Subdivision. No accessory structure may be placed or constructed on any Lot until the primary residential structure has been completed, and no

accessory structure may be placed or constructed on any Lot without first obtaining written approval from the Architectural Review Committee.

2. Each principal residence constructed on any Lot shall consist of not less than 1800 square feet of enclosed heated floor space if the residence contains a single floor, and not less than 2200 square feet of enclosed heated floor space if the residence contains two floors; No building may exceed 2 stories in height. The landscaping and grassing of each Lot shall be completed within 1 year from the time any construction begins on any Lot. All exterior construction shall be completed within 1 year after it has commenced.

3. No Lot may be re-subdivided. Only one Single Family Dwelling may be constructed per Lot. No outbuildings of any kind may be constructed, except that for each Single Family Dwelling constructed, a two-car or three-car detached garage may be constructed, and one small storage building may be constructed provided prior written approval is obtained from the Architectural Review Committee; further provided, after a principal residence has been completed, a guest cottage containing no less than 750 square feet of enclosed heated floor space on the main floor may be constructed if such guest cottages are allowed by the Harris County Zoning Ordinance.

4. All water systems and septic disposal systems shall be constructed and installed in accordance with the rules and regulations of authorities with jurisdiction, as from time to time amended, and no outside toilets shall be built upon any Lot.

5. No residence, building, or any other structure shall be built or maintained within 30 feet of any rear or side property line or within 75 feet of the edge of any roadway, unless a variance is first obtained in writing from the Architectural Review Committee.

6. No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. Activities which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken in the front yard of any Lot, or in any driveway, garage, carport, or other place where such condition is visible from any road or from any other Lot, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices. All trash, garbage, and waste shall be kept in sanitary, closed receptacles. All garbage cans and similar receptacles shall be kept in an enclosed or screened area, so that the same will not be visible from other Lots in the Subdivision or roads in the Subdivision. No burning of garbage shall be done or permitted on any Lot in the Subdivision. No Lot shall be used for access to property outside of the Subdivision.

7. It shall be the responsibility of each Lot Owner to maintain drainage in good condition all culverts and storm water drainage facilities on any portion of his Lot where a driveway crosses or any other obstruction may otherwise adversely affect the flow of storm water. All soil disturbing activities, including without limitation grading house sites, constructing driveways, and landscaping, regardless of their extent, must conform to prevailing laws and regulations regarding erosion control, both during construction and afterward, and must not impair the erosion control measures previously installed by the Declarant.

8. No commercial or business activities may occur on any Lot, except that this provision shall not prohibit the leasing or renting of any dwelling on any Lot for any length of time and shall not prohibit in-home businesses or offices that do not invite the general public upon the premises and otherwise comply with the Harris County Zoning Ordinance.

9. It shall be the responsibility of each Lot Owner to provide adequate parking space for motor vehicles on his or her Lot. Parking on the Subdivision roads or within the rights of way thereof is prohibited. No driveway shall provide direct access to Nelson Road or to GA Hwy 18. All lots shall be served by driveways that open only onto Hidden Lake Way or Hidden Lake Court. Driveways on all Lots must be surfaced completely and thereafter maintained with concrete or asphalt or other paving material approved by the ARC. No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision.

10. In order to minimize noise pollution, the use of motorized lawnmowers, lawn tractors, grass trimmers, garden tillers, chain saws, blowers and other equipment (including but not limited to equipment with electric engines and gasoline powered engines) shall be prohibited before 8:00 a.m. and after 9:00 p.m. Activities which include the playing of loud music and/or having loud and/or late night parties are prohibited. The discharge of firearms in the Subdivision is prohibited. In order to minimize light pollution and to preserve the night views in the Subdivision, outside lights must be shielded so that the bulb or other light source is not directly visible from any road or other Lot, and must be turned off when not in use for an outdoor activity. The use of motion detectors to activate lights for security purposes is permitted.

11. A) Declarant expressly reserves unto itself, its successors and assigns, the right to add additional lands to the Subdivision, and if the Declarant does add additional lands to the Subdivision then the definitions contained hereinabove of "Subdivision" shall be deemed to include the lands so added and the definition contained hereinabove of "Lot" shall include all Lots created within said additional lands. The right herein reserved to the Declarant, its successors and assigns, to add additional lands to the Subdivision may be exercised by its any number of times. Further, Declarant specifically reserves unto itself, its successors and assigns, the right to burden the Subdivision roads, easements and rights of way, by granting easements and rights of way over the same to serve and to be appurtenant to lands added to the Subdivision and lands lying outside the boundaries of the Subdivision. It is specifically the intent of the Declarant to reserve unto itself, its successors and assigns, the right to establish additional easements and rights of way over the Subdivision roads to serve any and all lands later added to the Subdivision and any and all Lots created therein, and to serve lands lying outside the boundaries of the Subdivision.

B) Declarant reserves unto itself, its successors and assigns, and declares for the benefit of the Association, its successors and assigns, a perpetual easement for the erection, maintenance and repair of subdivision signs upon any Lot which adjoins any public road, which easement shall include the right to erect, maintain and repair walls, fences, and lighting at the site of the sign and to landscape the area in the vicinity of the sign.

C) Declarant expressly reserves unto itself, its successors and assigns, an easement which may but need not be assigned to the Association (and if assigned to the Association, which may but need not be assigned to the Architectural Review Committee) for the purpose of going upon each Lot for the cutting and maintaining of views and vistas in the interest of shared enjoyment of common areas by adjacent and nearby Lot Owners. It is understood, however, that Declarant, its successors and assigns, shall only maintain and cut views and vistas to enhance the enjoyment of Owners and occupants of dwellings located upon adjacent or nearby Lots, and that said cutting and maintaining of views and vistas will be done selectively with the purpose of obtaining an artistic result with every effort being made to preserve specimen trees and plants. Nothing herein shall be construed to affirmatively require Declarant, its successors and assigns, to cut or maintain views and vistas. The costs incurred by Declarant, its successors and assigns, in cutting and maintaining views and vistas pursuant to this paragraph shall be borne by the Lot Owners

who are benefited thereby, provided that no such Lot Owner shall be required to pay for the cutting and maintaining of views and vistas unless he requests that the same be done or consents to the same.

12. There is hereby established for the Subdivision an Architectural Review Committee ("ARC") to ensure the development of the Subdivision and the improvement of the Lots therein in accordance with this Declaration, and to control the type, nature, and design of all building, structures, and other improvements constructed within the Subdivision. The Declarant shall have the right to appoint the members of the Architectural Review Committee, unless and until the Declarant shall assign such right and responsibility to the Association, in which event the Board of Directors or other governing body of the Association shall constitute, or shall have the right to appoint, the members of the Architectural Review Committee. At all meetings of the Architectural Review Committee, two-thirds of its members shall constitute a quorum, and shall act by majority vote and keep proper records and minutes. No principal residence, garage or storage building shall be erected, placed, or altered on any Lot within the Subdivision until the proposed building and plot plans showing detailed specifications, elevations, dimensions, exterior color and finish, location of improvements, drives and parking areas shall have been specifically approved in writing by the Architectural Review Committee. In addition, no swimming pool, wall, fence, hedge used as a wall, or other structure or man-made improvement whatsoever shall be erected, placed or altered on any Lot within the Subdivision until the same shall have been specifically approved in writing by the Architectural Review Committee. No land clearing, filling, grading, shrub or tree removal or pruning, or landscaping shall be done on any Lot within the Subdivision until the plans for the same shall have been specifically approved in writing by the Architectural Review Committee, except as set forth in paragraph 11 C) hereinabove. The Architectural Review Committee shall review all plans and specifications and requests to it taking into consideration harmony of exterior design, color, and location in relation to other structures and Lots in the Subdivision. The Architectural Review Committee shall have the authority to grant variances to the set back requirements contained hereinabove. Every Lot Owner agrees for himself, his heirs, successors and assigns, by the acceptance of his deed, that the Architectural Review Committee shall have total authority to accept or reject any plans or requests submitted to it and that refusal or approval of plans, locations, specifications, or other requests may be based by the Architectural Review Committee upon any grounds including purely aesthetic considerations. Provided, however, the Architectural Review Committee may not act arbitrarily or unreasonably.

All plans, specifications, and other requests submitted to the Architectural Review Committee must be submitted at least twenty (20) days prior to the anticipated commencement of the proposed work. All submissions to the Architectural Review Committee shall contain the name, address, and telephone number of the Lot Owner, and the name, address, and telephone number of any contractor or architect involved. The Architectural Review Committee shall transmit its decision to the affected Lot Owner within fifteen (15) days of receipt by it of all information required or needed to make its decision.

13. No outdoor clotheslines will be permitted on any Lot. No swing sets, sculptures, statues, or other artificial yard toys or adornments will be permitted in the front yard of any Lot without the express prior written permission of the Architectural Review Committee.

14. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed within a building, are buried under ground, or are otherwise installed so that they are not visible from any place outside the Lot.

15. Except as set forth in paragraph 11 C) hereinabove, no hardwood tree having a diameter of six (6) inches nor pine tree having a diameter of twelve (12) inches or more measured one (1) foot above the ground shall be cut or removed from any Lot without the express prior written permission of the Architectural Review Committee, unless such removal is necessary to effect the implementation of plans already approved by the Architectural Review Committee.

16. No permanent or temporary antennae of any kind for television, radio, short-wave, or any other use may be erected, placed, maintained, or located upon any Lot without the express prior written permission of the Architectural Review Committee, and any antennae approved by the Architectural Review Committee must be installed, painted and maintained in such a way as may be from time to time provided by the Architectural Review Committee. The provisions of this restriction specifically include dish and saucer type antennae larger than twenty-four (24) inches in diameter.

17. No sign of any kind shall be displayed to the public view on any Lot, except as provided in paragraph 11 B) hereinabove, and except that with the prior written approval of the Architectural Review Committee, a sign displaying the owner's name or a sign advertising the property for sale or rent may be maintained.

18. All mailboxes must be of a uniform design and color established by the Architectural Review Committee or the Declarant and must be approved in advance before being erected by the Architectural Review Committee or the Declarant. No flagpole extending beyond seven feet in height or length shall be erected upon any lot or attached to any structure upon any lot and no flag may be flown for any reason at any time except the flag of the United States of America unless approved in writing in advance by the Architectural Review Committee or the Declarant. No decorative items such as statuettes or renderings of animate or inanimate objects may be erected or maintained upon any Lot unless the same are installed so that they are not visible from any place outside the Lot and are approved in writing in advance by the Architectural Review Committee or the Declarant.

19. No building constructed on any Lot shall have tar paper, asbestos, unfinished plywood, stucco or rough hewn irregular edged type siding. No building constructed on any Lot shall have an exposed metal chimney. No building constructed on any Lot shall have visible concrete blocks, and any and all concrete blocks used in construction on any Lot shall be covered with stone, brick, wood or similar siding. Concrete block foundations (which must be covered) may be covered with stucco. The exterior colors of all buildings constructed in the Subdivision shall consist of earth tones, and no bright colors may be used. No roof shall be a bright color. Asphalt composite shingle roofs shall be of the architectural style rather than three-tab style. No residence or garage constructed or placed on any Lot shall have metal siding unless approved in writing in advance by the Architectural Review Committee or the Declarant. All dwellings placed or constructed on any Lot shall have a solid, continuous masonry foundation or shall be underpinned with masonry.

20. All utility lines including all electrical, telephone and cable television installed in the Subdivision shall be installed underground.

21. No Owner or subsequent Owner of any Lot may grant an easement or right of way across the Lot for any reason or at any time to any person or entity other than the Declarant's successors and assigns unless the same shall first be approved in writing by the Declarant, its successors and assigns.

22. Each Lot and each Lot Owner shall and must automatically be a member of the Association. Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of the Association. The by-laws of the Association are incorporated by reference herein.

23. The Declarant shall have the right to convey real property to the Association for use as common areas for the Association and all Lot Owners. The Association shall have as its primary function the obligation to maintain and repair the common areas in the Subdivision after their construction by the Declarant and to maintain, repair and take other necessary actions with respect to such facilities, amenities, and common areas in the Subdivision as are installed by the Declarant and assigned to the Association or as are conveyed by the Declarant to the Association. All such facilities and amenities, the maintenance and repair responsibility of which is that of the Association, shall be maintained and repaired up to a standard at least as good as the same are in at the time the Association commences having responsibility for the same. Each Lot which has rights to any facility amenities, or common areas, which the Association has the obligation to maintain and repair shall be assessed equally for the maintenance and repair of the same. The Association shall have such other and further powers as may be adopted and set forth in its by-laws as may now be in existence or may be adopted in the future, provided the Association may not supersede its limitation as to the number of Lots for which it may assess the Declarant.

The Association shall periodically, at least annually, assess each Lot Owner for his share of the costs and expenses of the maintenance, repair and upkeep of the amenities and common areas, the maintenance responsibility for which is that of the Association. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum.

Any assessment levied against any Lot which so becomes delinquent shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Harris County, Georgia, in the manner provided by that court. The claim of lien shall be filed in the name of the Association. The Association shall have the right to proceed in its own name in any court of competent jurisdiction.

If any delinquent assessment is placed in the hands of any attorney for collection, there shall be added to the amount due all costs of collection, including all reasonable attorneys' fees.

The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees.

All assessments, interest, costs and attorney's fees shall be and constitute the personal joint and several obligation of each Lot Owner. The Association or any other Lot Owner may bring an action against the Lot Owners in default to seek a money judgment for the amount of the assessments, interests, costs of collection and attorney's fees. Any person may purchase the Lot at any sale ordered pursuant to an action to foreclose the lien.

24. A) The Association shall maintain and keep in good repair the Common Area. The Association shall also maintain (whether or not constituting a portion of the Common Area): (a) all subdivision entry features whether or not such entry features are on a Lot; (b) all subdivision green space and open space; (c) fencing in the subdivision originally installed by the Declarant; and (d) subdivision recreation facilities, if any. The body of water herein referred to as the

“Lake” and the dam creating the Lake are and shall remain part of the Common Area of Hidden Lake Estates to be maintained by the Association for the common use and enjoyment of all Lot Owners.

B) The Association shall not be liable for injury or damage to a person or property: (a) caused by the elements or by an Owner or any other person; (b) resulting from rain or other surface water which may leak or flow from any portion of the Common Area; or (c) caused by any street, pipe, plumbing, drain, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the maintenance of which is the responsibility of the Association.

C) Other than structures, facilities, or improvements installed by the Declarant, no structure, facility, or improvement shall be constructed or installed in any portion of the Common Area without prior written permission from the Board of Directors and the ARC. This includes but is not restricted to the construction or installation of docks, piers, storage buildings, grills or other cooking facilities, picnic tables, swing sets or other structures or recreational devices. No motorized boating equipment shall be allowed on or in the Lake.

25. In the event of a violation or breach of any of these restrictive covenants, the persons and entities entitled to enforce them or any one or more of them, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to restrain or enjoin the violation of the terms hereof.

26. This Declaration may be amended by means of a duly recorded amendment signed by the Declarant until such time as it has sold eighteen (18) Lots in the Subdivision. This Declaration may be amended by means of a duly recorded amendment signed by the Owners of two-thirds of the Lots subject to this Declaration. This Declaration may also be amended by the Association by a two-thirds majority vote of its members at a duly called members meeting at which a quorum is present, and in such event the appropriate officers of the Association shall record the proper amendment.

27. In addition to dogs and cats, horses may be allowed on each Lot. However, no more than two (2) horses may be allowed on a single lot, and the number of dogs and cats shall be regulated by the ordinances of Harris County. No kennels, as defined and regulated by the ordinances of Harris County, shall be allowed within Hidden Lake Estates. With the exception of dogs, cats, and horses as limited herein, no other animals shall be kept on any property within Hidden Lake Estates unless expressly approved in writing by the Hidden Lake Estates Board of Directors, and under no circumstances shall an animal or animals be kept on any Lot until a primary residence has been constructed and occupied in accordance with all other regulations contained herein.

28. This Declaration shall be effective for a period of twenty (20) years from and after its date as set forth above.

IN WITNESS WHEREOF the Declarant has caused these presents to be properly executed.

WEST GEORGIA LAND GROUP, LLC

ATTEST:

BY: _____

BY: _____

Jenny Perry (Managing Partner)

David Denman (Witness)