

STATE OF GEORGIA
COUNTY OF TROUP

WILDWOOD SUBDIVISION SECTION II COVENANTS
PROPERTY OF HIF, LLC
TROUP COUNTY, GEORGIA

The undersigned owner of that certain tract of land in Troup County, Georgia, known as WILDWOOD SUBDIVISION SECTION II (herein called sometimes the "Subdivision" or "Wildwood"), which is more particularly described and identified according to plat of survey recorded in Plat Book ____, Page ____, Troup County, Georgia, records, titled "WILDWOOD SUBDIVISION SECTION II" dated _____ and prepared by Camp & Associates, to which plat of survey reference is hereby made (and such plat of survey is incorporated herein by such reference), hereby covenants and agrees to restrict and by this instrument does hereby place restrictions and covenants upon said property as follows:

WHEREAS, the Subdivision is intended for residential purposes only; and

WHEREAS, the undersigned wishes to impose restrictions on said property for, among other purposes, the maintenance of standards for the construction of quality residences therein and the protection and benefit of the residential lots therein and the owners thereof;

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in the Subdivision, the undersigned owner, HIF, LLC (the "Developer") does hereby impose the following protective and/or restrictive covenants (these "Covenants") which shall be applicable to all lots contained in the Subdivision as shown on the above referenced plat, recorded in Plat Book ____, Pages ____, Clerk's Office, Troup County, Georgia Superior Court.

ARTICLE I
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATION
APPLICABLE TO ALL PROPERTIES

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes; provided, however, that the use of a residence or any portion thereof as an office by the owner for the conduct of a business (including occasional business meetings or the occasional entertainment of the owner's employees, agents, clients or customers) shall not be considered to be a violation of this covenant if such use is in conformance with all applicable zoning laws affecting the property, no business signs are used or erected on the lot or the exterior of any building, there are no regular or periodic deliveries of business products, supplies or other materials to the lot or any building on the lot, and such use does not create regular customer, client or employee traffic or otherwise create a nuisance. No building shall be erected, altered, or placed on any lot other than one detached single-family dwelling not to exceed three and one-half stories in height together with a private garage, swimming pool, or bathhouse, including basements or garages contained in basements.

2. ARCHITECTURAL CONTROL.

(a) No building, fence, wall, porte-cochere, swimming pool, dock or other improvement or structure shall be erected, placed or allowed to remain on any lot in the Subdivision unless and until the owner of said lot shall submit to the chairman of the Architectural Control Committee (the "Committee") or his designee two (2) sets of complete, final detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, exterior finishes and colors, floor plans, front, side and rear elevations, site location with respect to topography and finished grade elevation, landscape plan and ground restabilization plan, of or with respect to all proposed improvements and structures and shall have received written approval thereof from the Committee. One (1) copy of said plans and specifications shall be permanently retained by the Committee.

(b) The Committee must approve, in writing, and prior to the beginning of construction and/or lot clearing, all aspects of the proposed improvements or structures and landscaping plans, including, without limitation:

- (i) the type, method and color of all exterior finish and trimwork;
- (ii) the exact location of the proposed improvements or structures;
- (iii) the proposed builder or contractor.

(c) The owner must also submit to the Committee any other information, writings, certifications, instruments or assurances that the Committee may reasonably request in order to insure that the proposed improvements or structures comply with these Covenants, including, without limitation, information regarding the qualifications and experience of any proposed contractor or builder, as well as references for the proposed contractor or builder. The Committee shall have the right, in its sole discretion, to approve or disapprove any proposed contractor or builder.

(d) Notwithstanding the foregoing, if the Committee should fail to either approve or disapprove the submitted plans and specifications within sixty (60) days after receipt thereof by the chairman of the Committee or his/her designee, the plans and specifications, as submitted, shall be deemed approved.

(e) The architectural style of structures in Wildwood shall be limited to strictly traditional architectural designs only. The term "strictly traditional" as used herein will include, but not be limited to, Georgian, Federal, Colonial, Victorian, Williamsburg, Country French, New England raised cottage and Louisiana low country raised cottage architectural styles, or variations thereon, but will not include contemporary or modern styles of architecture. The construction of log homes and earth homes shall not be permitted. No construction of any home or building shall be permitted in the Subdivision, without regard to architectural style, unless the Committee determines, in its sole discretion, that the appearance of such home or building will, both as to appearance and quality, be in conformity with, and harmonious with, the appearance and quality of existing homes or buildings in the Subdivision. The Committee shall have the right to approve or disapprove any plans and

specifications submitted to the Committee in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including without limitation, pure aesthetic considerations, which shall be deemed sufficient to warrant disapproval.

(f) The primary exterior materials for homes in Wildwood shall be brick, stone, stucco, paint grade wood or other material approved by the Committee. The use of Southern pine, white pine, fir, spruce, cypress, mahogany and redwood that has been dressed and sized as paint-grade will be allowed for exterior woodwork (as well as cedar and osmose treated pine for screen porches, decks and trellises only), together with any other type of wood or wood substitute which is approved by the Committee, whose discretion shall be absolute in such cases. No rough or resawn wood, regardless of type, will be permitted, and rough or resawn wood, rustic or rough cedar wood, reverse board and batten, T-111, masonite and other pressboard products or wood substitute products shall not be used for exterior woodwork (including but not limited to siding, cornice, soffit and exterior trim) unless such use is specifically and expressly approved in advance, and in writing, by the Committee; and unless such specific and express advance approval in writing is obtained from the Committee, only Southern pine, white pine, fir, spruce, cypress, mahogany and redwood that has been dressed and sized as paint-grade may be used for such purposes (as well as cedar and osmose treated pine for screen porches, decks and trellises only). Provided, however, that the Committee may in its discretion, allow composite material for exterior work, including hardiplank smooth lap, textural hardiplank shingles and composite window trim of PCV, and composite clad. The discretion of the Committee shall be absolute in all such cases.

(g) From the start of construction, and after receiving approval of the plans and specifications from the Committee, the owner shall have twelve (12) months in which to complete the house and all other proposed improvements. Following the initial approval by the Committee, if there are any substantial changes in any proposed construction, or any additions thereto or omissions therefrom which might be desired by a lot owner, such changes, additions or omissions must be resubmitted to the Committee for its approval or rejection in accordance with the procedure herein above set forth prior to the construction respecting any such proposed changes, additions or omissions, Approval shall be as provided herein and in Article II.

(h) The Committee shall be vested with the power and authority (but shall not have the obligation):

(i) to approve and/or grant waivers for any minor or non-material violation of or deviation from any restriction, or for any minor or non-material default in any obligation, contained in these Covenants, and

(ii) to waive and/or vary any of the materials requirements or design requirements set forth herein for the construction of structures and/or improvements in the Subdivision, without the need to obtain approval from any lot owners.

3. DWELLING SIZE. The floor area of the ground floor of any residence which is constructed or to be constructed on any lot, exclusive of any porches, and garages shall not be less

than 2,500 square feet of heated area.

4. BUILDING LOCATION. No building shall *be* located on any residential building lot nearer than 100 feet from the back of the curb of any street adjoining said lot; provided however, that in the sole discretion of the Committee, this requirement (together with any building set-back line on the plat of the Subdivision referred to hereinabove) may be waived or modified by the Committee due to the topography of the lot, lot depth, soil conditions, or other similar conditions or matters. No building shall be located nearer than 10 feet to an interior lot line, or 40 feet to a rear line; provided however, that these requirements may be waived or modified due to the topography of the lot, lot depth, soil conditions, or other similar conditions or matters (i) by the Committee so as to allow a building to be located on (but not over) a rear lot line in the case of lots adjoining Corps of Engineers property, (ii) by the Committee with the approval of the adjoining property owner in the case of side or rear lot lines, and (iii) in all other cases, solely in the discretion of the Committee (but notwithstanding any approval by the Committee, the lot *owner* must nevertheless comply with any setback requirements of any county or municipality). For the purposes of this covenant, eaves, steps, and open uncovered terraces shall not be considered as a part of the building. Garages and carports shall be considered buildings for the purpose of this section. Where a dwelling is constructed on two lots or one full lot and a portion of another lot, provided said new building plot shall conform to Article I, Section 5 of these Covenants, said dwelling may be located on said building plot disregarding former lot lines, but must conform with the above section of this Paragraph In regard to the now exterior boundaries on building plot as created by enlarging one of the original lots as shown on recorded plat. The new lot lines made by enlarging an original lot, provided it conforms with Paragraph A-5, will govern. Notwithstanding the foregoing, the Committee may consider and approve such siting considerations as it may deem appropriate on a case by case basis.

5. LOT AREA AND WIDTH. Except as provided herein, no lot shall be re-subdivided. Any lot, however, may be subdivided in cases, and only in cases, where (i) the re-subdivided portions are contiguous to another lot, (ii) the purpose of the re-subdivision is to join the re-subdivided portions to such other contiguous lots for the purpose of building a single residence on the combination of a re-subdivided portion and a contiguous lot, and (iii) such re-subdivision results in larger lots or parcels than under the original subdivision. The larger lots resulting from any such re-subdivision shall thereafter be considered one lot for purposes of voting and all other purposes of membership in the Wildwood Section Two Property Owners Association, Inc. (sometimes called herein the "Association"), but the Association reserves the right to increase any assessments on such larger lots, in order to prevent, or compensate for, the loss of a lot for assessment purposes.

6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. PROPERTY APPEARANCES. The owners of lots in the Subdivision shall keep lots mowed and in a presentable condition. In the event an owner fails to comply with this restriction, the Committee may, after ten (10) days' written notice by registered mail to the owner's last known

address, cause the lot to *be* mowed and/or put in a presentable condition. For purposes of these Covenants, the front yard shall be described to mean the area between the Subdivision road which the house faces and the house, and the rear yard shall be the area between the house and the rear lot boundary line. Boats, campers, trailers and other items which would deface the property shall be parked or placed in a manner so as not to be visible from street. No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected or permitted on any lot at any time. No concrete blocks, either in buildings or walls, shall be used in above ground elevations unless said blocks are covered with brick veneer, stone, or stucco previously approved by the Committee. All fuel tanks, gas tanks or containing tanks of any sort shall be placed underground. The use of tarpaper, asphalt siding, synthetic shingles or other similar materials on outside walls of any structure is expressly prohibited. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. The minimum pitch of roofs shall be eight to twelve, except the Committee may approve roofs with less pitch in the instances of covered porches, decks, porticos, etc. All gas and electric meters, heat pumps or other heating or cooling devices shall be placed to the rear or side of house and attractively hidden or screened from view. No plumbing vent shall be visible from the front street and no heating vent shall protrude to the front side of any roof. No window air-conditioning units shall be installed on the front or side of any house. During the construction of any structure, swimming pool or other improvement upon any lot, the owner of said lot shall keep his lot in a reasonably neat and clean condition. All waste material shall be removed from said lot in a prompt and efficient manner. At all times during construction, a dumpster must be kept on sight for noncombustible waste. Combustible waste materials may be burned, provided that the owner and contractor comply with any requirements of the county or municipality, including, without limitation, the procurement of a burning permit. At all times during the construction of a house on a lot in the Subdivision, the owner of said lot shall cause the contractor or other person in charge of construction to maintain on the lot (i) a "Porta John" or other portable toilet for the use of workmen and (ii) a dumpster of adequate size for the removal of construction debris. No burial of construction debris or waste materials shall be allowed on any lot. The owner of said lot shall also cause the contractor or other person in charge of construction to conduct construction activities within normal business hours; however, recognizing that from time to time it is necessary to conduct construction activities after normal business hours, if any such construction activities are conducted, they shall be conducted in such a manner as not to be a nuisance or a disturbance to residents in the Subdivision. If, during construction, an owner's lot is not kept in a clean and neat condition, upon ten (10) days written notice, the Committee shall have the lot cleaned at owner's expense. All lots and the exterior of all improvements shall be maintained in a neat and attractive condition by and at the expense of the owner. The maintenance required hereby shall include, but not be limited to, painting, staining, repairing, replacing, and caring for roofs, gutters, downspouts, building services, trees, shrubs, grass, walks and other exterior improvements. Trees or tree limbs may not be used to support any object nor may anything be attached to trees or tree limbs in the front yard, without approval by the Committee. Should the owner wish to attach anything other than bird feeders or a single wooden swing in the back yard, the owner must first obtain approval from the Committee. No aluminum, tubular metal, or plastic swing sets or play structures are allowed. Wooden swing sets and play structures are permitted in the rear yard.

8. TEMPORARY STRUCTURES. No mobile home or structure of a temporary character, trailer, basement, tent, shack, barn, or garage or other outbuilding shall be used on any lot at any time. No garage apartment shall be erected on any lot prior to the completion of a residence on a lot; nor shall any garage apartment be used as a residence by any persons other than domestic service workers employed by the owner, except, subject to approval by the Committee, (1) a garage apartment may be used by a member of the lot owner's immediate family or (2) as guest quarters on a temporary basis with temporary being defined as not exceeding thirty (30) days. In no event shall a garage apartment be used as rental property.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder or the Developer to advertise the property during the construction and sales period. Except however, the Developer reserves the right to maintain, until all lots within the Subdivision have been sold, signs of any size advertising lots and homes for sale in the Subdivision.

10. WEST POINT RESERVOIR AND DOCKS. To preserve the value of the adjoining lots, no dock may be placed until the design and location is approved by the Committee, architectural plans for the residence have been submitted to the Committee, and construction of the residence has begun. Lake front lot owners must comply with U.S. Army Corps of Engineers regulations. All docks shall be located and constructed in accordance with the requirements and specification prescribed by the U.S. Army Corps of Engineers and in accordance with the plans and specifications as approved by Developer. In determining the appropriate site for docks, the lot owner and the Developer shall attempt to minimize the degree to which the dock may obstruct the view of other lot owners. All waterfront lots shall be permitted to erect one dock unless not permitted by the U.S. Army Corps of Engineers. In most instances, docks erected by lot owners shall be located within the extension of the side lot lines of the lot served by said dock, however, in some instances where it becomes necessary to reasonably locate a dock outside of the said extension of the side lot lines.

11. MAILBOXES. All mailboxes and their supports shall be approved by the Committee prior to the installation of any mailbox.

12. FENCES AND WALLS. Prior to the construction of any fence or wall, the plans, including material to be used in construction and type of fence or wall and the location of the fence or wall on the lot, must be submitted by the lot owner in writing to the Committee for approval. Fences or walls erected in the rear or side yard shall not be higher than four (4) feet, except as the Committee shall approve. The intent of this provision is to insure that fence structures do not detract from the decorum of the Subdivision and only decorative type fencing will be allowed. In no event shall any fence be allowed in front yards. In no event shall chain link or other types of metal fencing be allowed except as what may be approved by the Committee. Approval of size, type of materials and location of walls that form courtyards and are part of the main structure and provide architectural detail will be governed by the provisions of Article I. Section 2.

13. INOPERABLE MOTOR VEHICLES. The pursuit of hobbies or other activities

including, but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices, which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any lot in the Subdivision. Disorderly, unsightly and unkempt conditions shall be defined exclusively by the Committee. All motor vehicles belonging to or used by anyone occupying the premises shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. The overnight parking of recreational vehicles shall be in garages or behind screened enclosures and "on street" regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

14. SWIMMING POOLS. Absent a county, city or state ordinance or statute dealing with the fencing of swimming pools, the Developer reserves the right (but shall have no obligation) through the Committee to require fencing of swimming pools in accordance with fencing requirements as outlined in these Covenants, including the right to require installation of a fence or wall as shall be specified by the Committee. A site location and plat of structure, including type of material and specifications, must be submitted to the Committee for approval prior to Installation.

15. ANTENNAS AND SATELLITE DISHES, Exterior antennas of any type, including television, radio, or satellite dish antennas, will not be allowed on any lot at any time, except as provided in this Section, miniature satellite dish antennas having a diameter of 18 Inches or less may be used, but only if (i) such dishes are not installed on or in the ground but rather (subject to the discretion of the Committee) on the roof or chimney above the roof, (ii) such dishes are not visible from the street or any neighboring lots, (iii) the lot owner shall have submitted an application to the Committee for the use of such a miniature satellite dish, such application to show the proposed location and proposed color, and (iv) the lot owner shall have received approval from the Committee of the location and color thereof.

16. CARPORTS AND GARAGES. No carport or garage shall be placed in such a manner that the front thereof faces the public road or street on which the lot is located, and all carports or garages must be equipped with doors to enclose the carport or garage area. Provided further, however, that notwithstanding the preceding sentence, the Committee shall be vested with the authority to allow the placement of a carport or garage otherwise, if the Committee determines, in its sole discretion, that another manner of placing the carport or garage is In the best interest of the lot owners of the Subdivision, or unless it determines, in its sole discretion, that due to the topography of the lot or other factors such different placement of the carport or garage is acceptable.

17. DRIVEWAYS. All driveways shall be a minimum of 10 feet in width and shall be paved the entire width and length of the driveway to the house constructed on the property. The driveway shall be constructed of concrete and shall not be closer than five (5) feet to any property line at any time.

18. SEWERAGE DISPOSAL. No Individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of any and all governmental entities or boards having

jurisdiction thereof. Approval of such system as installed shall be obtained from such authorities.

19. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and no such material shall be kept on any lot except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean, sanitary condition, and shall be kept to the rear of the house.

20. GUTTERS. All sloping roofs on all houses shall shed water into gutters except in those cases where the Committee shall determine that use of gutters would detract from the architectural design of the structure.

21. EASEMENTS. No lot owner may grant an easement to a third party over any lot in the Subdivision without written approval from Developer. Easements for the installation, repair, and maintenance of utilities, including (but not limited to) storm drains, are reserved over the rear ten (10) feet of lots and over a strip of land five (5) feet in width along each sideline, as may or may not be shown on the recorded plat. The right is also reserved by the Developer to prepare sloping banks, cut or fill, on a three to one slope, on all streets and roads. Drainage flows shall not be obstructed nor be diverted from drainage swales, and/or utility easements as designated herein or as may appear on any plat of record. No person shall be liable for damages to any planting, tree, structure or building occurring in the installation, repair and maintenance of utilities in the easements reserved.

22. STREET SURFACES. Anything contained herein to the contrary notwithstanding, the undersigned or the City of LaGrange may at any time raise or lower the street surfaces to conform with the grades established by the City Engineer or similar officer and such action on the part of the undersigned or the City shall in no way give rise to a claim against the undersigned or the City, for damages to abutting property. The Developer assumes no responsibility for erosion or overflow of natural drains beyond the extent of the street right of way or for the extension of culverts beyond those points shown on the Subdivision plat.

23. UTILITY BUILDINGS. Utility buildings or greenhouses may be erected on the rear half of the lot on which erected, but any such building shall be constructed only after (i) an application is submitted to the Committee designating the location and design of said building on the lot, and the plans of said building, and (ii) written approval thereof is obtained from the Committee. Only utility buildings or greenhouses which maintain and complement the architectural style of the house situated on the lot will be approved. Commercial metal utility buildings will not be allowed.

24. LIVESTOCK AND POULTRY.

(a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or any other household pets may be kept, provided that they are not kept, bred, raised or maintained for any commercial purpose and further provided that they shall be confined within the boundaries of the lot and not allowed to roam unleashed in the Subdivision. No household shall be permitted to keep more than two adult animals of any kind without the prior

written approval of the Association. Chain link, barbed wire, and other commercial grades of livestock and poultry fencing shall not be allowed, except for chain link fencing in accordance with this Article 1, Section 24.

(b) The Committee may, within its sole discretion, approve small dog pens or runs having such square footage as the Committee shall deem appropriate, if such pens or runs meet the following criteria, all of which must *be* approved by the Committee: such pens must be (i) enclosed with a chain link fence that does not exceed four feet in height and Iscoaled in black plastic covering and the coating covers all vertical and horizontal supports and the fence meshing itself, (ii) equipped with an underground piped in water supply, (iii) equipped with a waste disposal system. A site location and plan of structure, including type of material and specifications, must be submitted to the Committee for approval prior to installation. The property owner will be responsible for the maintenance and upkeep of dog pen area, including the regular clean-out and removal of any waste materials. All enclosed pens shall be floored with a concrete slab in such area as may be specified by the Committee. The Committee strongly urges the use of invisible fencing in lieu of the foregoing.

25. FRONT WINDOWS. All windows that face front or side streets must have fixed interior/exterior maintain bars with a minimum width of seven-eighths (7/8) inch, creating either true divided lights, or simulated dividing lights. Snap-in grids will not be permitted.

26. OCCUPANCY. No house shall be occupied until it is completely finished on the exterior in accordance with the plans approved by the Committee and until all the yard which is visible from any street is planted with grass or sod as outlined elsewhere in these Covenants, and the driveway paved. However, if weather conditions or time of year are not conducive to the completion of the landscaping, the Committee may provide an extension of up to ninety (90) days after the owner has occupied the house to complete the landscaping.

27. CURBS. Any curb broken or damaged during time of construction shall be repaired by the property owner.

28. LANDSCAPING. To preserve the aesthetic appearance of Wildwood, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner other than Developer, unless and until a landscaping plan therefor has been submitted to and approved in writing by the Architectural Review Committee. A significant portion of each construction budget shall be devoted to landscaping. Included in such plan shall be the type of grass to be used in the landscape plan. Unless located within ten (10') feet of a building, no Owner other than Developer shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6") inches or more at a point of two (2') feet above ground level, without obtaining the prior approval of the Architectural Review Committee, provided that the dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representative, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot or Dwelling by the Owner of such Lot

or Dwelling. If trees larger than 6 inches in diameter are removed pursuant to this provision, the Committee may, in its sole discretion, require a replacement tree or trees to be planted, at the expense of the property owner. Ornamental trees such as dogwoods will require approval before cutting regardless of the size of the tree. There shall be no cutting or removal, or damage to, any street trees planted by or at the direction of the Developer, and in the event of any such cutting, removal, or damage the party causing the same shall replace each tree so cut, removed or damaged with a like size tree of the same species or cultivar as the original tree.

29. LEASING. In order to assure a community of congenial Owners and thus protect the value of Lots within the Subdivision, the leasing of a Lot, or any portion thereof, by any Owner shall be subject to the provisions contained in this Paragraph so long as the Property is subject to the Restrictions. Any Owner intending to lease his/her Lot, or any portion thereof, shall give written notice of such intention to the Owners of all Lots within the Subdivision, stating the name and telephone number of the intended lessee, the terms of the proposed lease, and such other information as the Non-lessor Owners may reasonably require. The minimum term of any lease shall be one (1) year. All leases and lessees are subject to the provisions to these Covenants and Restrictions and are enforceable against both the Owner Lessor and Tenant. A copy of these Covenants and Restrictions shall be delivered to the potential Lessee and the provisions of these Covenants and Restrictions shall be referred to and incorporated in any and all lease agreements.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Committee is initially composed of Ida H. Russell, who shall be a permanent member. In the event of the death, resignation or other removal of any member of the Committee, the remaining members shall have the authority to designate successor members of the Committee. No member of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At such time as the permanent members determine in their discretion to do so, the permanent members of the Committee may appoint up to four (4) additional members of the Committee. Once two-thirds of the lots have been transferred from Developer, the additional members of the Committee, if any, shall be chosen from among the owners of lots within the Subdivision or from the spouses of such owners.

2. PROCEDURE. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove any plans and specifications within sixty (60) days after such plans and specifications have been submitted to it, and provided further if no suit to enjoin the construction has been commenced prior to the expiration of such sixty (60) day period, then, approval will not be required and the provisions of these Covenants with respect to required pre-construction approval of plans and specifications shall be deemed to have been complied with.

3. PLANS AND SPECIFICATION. All plans and specifications required to be approved by the Committee shall be submitted and approved prior to obtaining any building permit or other

authorization for construction from local governmental authorities, and prior to the commencement of the construction of any improvements on the property. Each lot owner within the Subdivision consents to entry of a restraining order and permanent injunction to enjoin and restrain construction of any improvements on any lot owned by such lot owner if the approvals required under these Covenants have not been obtained in the manner herein provided. Each owner, by the acquisition of an interest in any lot in the Subdivision, hereby grants the Committee or any agents it may appoint, the right and privilege of entering the lot in which such owner has an interest for purposes of inspection to determine compliance with the provisions of these Covenants. Provided, however, that this right and privilege of entering the lot shall only apply during the period any improvements are being constructed on such lot.

4. FEES OF COMMITTEE, ETC. The Committee shall be authorized to charge a reasonable fee for the consideration of plans and specifications submitted for approval pursuant to Article I, Section 2 of these Covenants, such fee to be in that amount charged to the Committee by any professional person employed by the Committee to review such plans and specifications to determine whether such are in compliance with the provisions of these Covenants. Any plans and specifications submitted to the Committee, pursuant to paragraph A-2 of these Covenants, shall be deemed received when said plans and specifications, accompanied by the fee imposed by the Committee, are delivered to a member of the Committee for review and approval, The initial fee for the review of plans and specifications is hereby set at \$150.00 per set of plans and specifications, but the Committee may change such amount from time to time in Its discretion.

ARTICLE III PROPERTY OWNERS ASSOCIATION BY OPTION OF DEVELOPER

1. APPLICABILITY. In Developer's sole discretion and at anytime prior to the transfer of two of the three below tracts subject to this Article, Developer may re-survey the lots in the Subdivision that have not been conveyed by Developer to provide for a lake access area for Tracts 1, 2 and 3 of the Subdivision. Upon the creation of a common area, the ownership of Tract 1, Tract 2, and Tract 3 shall be subject to this Article. Should Developer fail to create a lake access area prior to the transfer of two of the three above tracts, then this Article shall be null and void.

2. MEMBERSHIP. For the purpose of maintaining common areas and amenities of every kind and nature required or desired within the Subdivision for the general use and benefit of owners of Tract 1, Tract 2, and Tract 3, by accepting a deed or contract for any said tracts, agrees to be and shall be a member of and subject to the obligations and duly enacted bylaws and rules of the Wildwood Section Two Property Owners Association, Inc. Every person who is a record owner of Tract 1, Tract 2 or Tract 3 shall, upon notice by Developer by replatting the Subdivision to include a common area, shall be a member of the Association. Owner(s) of any other lot in the Subdivision wishing to become a member may do so by executing and filing an election with the Clerk of Troup County Superior Court along with the payment of an initiation fee in an amount set by the Developer and two-thirds of the permanent members of the Association. Owner(s) of those lots and tracts subject to this Article shall entitle the owner(s) thereof to one vote in the affairs of the Association. The Association shall, by a majority vote, establish its bylaws, and such rules and regulations as it

may desire for the organization and performance of its rights and responsibilities hereunder; provided, such by-laws, rules and regulations may be amended at any time by a majority vote of the membership. The mailing address of the Association shall be provided to each lot owner, and each lot owner shall provide the Association with the current address of the lot owner in order that all notices required hereunder and in accordance with the charter, bylaws, rules and regulations of the Association may be properly delivered and received. All notices mailed to the address provided shall be deemed to be received by the lot owner.

3. TITLE TO COMMON AREAS. Upon completion of improvements thereon, the Association shall be vested with title to common areas and easements located within the Subdivision, including, without limitation, any areas or easements designated on any replatting of the Plat of Survey herein above mentioned such as "Commons Area", "Landscape Easement" or "Landscape & Sign Easement". Upon completion of any improvements thereon, the owner shall convey said tracts or easements to the Association (subject to any dedication of easements or rights of way to the City of LaGrange) for maintenance and use in accordance with the provisions of these Covenants and the rules and regulations of the Association.

4. ASSESSMENTS. Each owner of a lot or tract subject to this Article (including the Developer), his or its heirs, successors, executors, administrators and assigns agrees to pay to the Association, such owner's pro rata share of the costs required to repair and maintain the aforesaid improvements. Each lot owner's pro rata share of such costs shall be that portion of the total costs required in the proportion that the number of lots owned by that lot owner which is subject to this Article bears to the total number of lots subject to this Article. The Association shall be authorized to estimate costs in advance, and bill assessments to the lot owners based upon such estimates in order that funds may be on hand to repair and maintain said improvements. The Developer shall defray all maintenance and repair expenses for the year 2016 which the Association is unable to pay, Assessments against lots owned by the Developer shall be payable on a quarterly basis. Each other lot owner subject to this Article agrees to promptly pay any such assessment within thirty (30) days of billing thereof; in the event payment is not so made, the Association may place on the Troup County Deed Records a "Notice of Non-Payment and Lien". Said notice shall constitute a lien on the lot assessed, and, upon recording said notice, the owner (s) thereof, shall be barred from entering upon any property owned or maintained by the Association. Said lien may be foreclosed in the same manner as a materialman's lien under the laws of the State of Georgia. Upon payment of all such assessments and costs incurred in the collection thereof, including reasonable attorney's fees and court costs, a release shall be filed releasing the lien and reinstating the lot owner's privilege to the use of amenities and Improvements owned or maintained by the Association.

4. ENFORCEMENT RIGHTS. Enforcement rights and duties in this Part shall be vested in the Association and each lot owner(s) agrees to abide by such rules and regulations governing the use of said improvements and amenities as may be established from time to time by the Association. Each assessment made under these Covenants shall be the personal obligation of the lot owner. Failure to abide by such rules and regulations may constitute grounds for suspension of use privileges by such lot owner, and entry upon any property owned or maintained by the Association

after such suspension will constitute a trespass under the laws of the State of Georgia.

ARTICLE IV DRAINAGE WAYS

1. DRAINAGE WAYS. Drainage ways are established extending ten (10) feet on both sides of all interior lot lines dividing the lots in the Subdivision, and either the Developer or the Association, or any adjacent lot owners, their agents or employees, may enter upon such drainage ways at reasonable times when necessary for the sole purpose of improving or maintaining said drainage ways to insure the adequate drainage of surface water within the Subdivision. No lot owner shall cause, suffer or permit any such drainage ways to become obstructed in such manner as to cause an unusual overflow of surface water onto any adjacent property.

ARTICLE V. GENERAL PROVISIONS

1. TERM AND AMENDMENTS. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots in the Subdivision have been recorded agreeing to change said Covenants in whole or in part. At any time these Covenants may be altered, amended or modified by vote of the owners of at least a majority of all the lots in the Subdivision; one vote per lot is allotted to the owner(s) of lots in the Subdivision.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Declarant or any Owner of any lot may have the right to bring such proceeding.

3. SEVERABILITY. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect,

4. RETAINED RIGHTS OF DEVELOPER. Notwithstanding anything to the contrary contained herein, the Developer, so long as it has record title to not less than 10% of the lots in the Subdivision, reserves the right at any time to amend these Covenants and/or the Plat as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary to carry out the purposes hereof in such a way as to be beneficial to substantially all purchasers of lots or to further clarify *and* to explain the obligations, responsibilities and limitations of the lot owners. Furthermore, Developer reserves the right to amend the Plat pursuant to Article III.

5. CONSTRUCTION. In the case of any assertion of ambiguity of language in any provision of these Covenants, such provision of these Covenants shall not be construed against the Committee, the Association, or the Developer, by reason of the Committee, the Association, or the Developer (or any one of them) having proposed, dictated, drafted, or caused to have drafted such provision.

IN WITNESS WHEREOF, the undersigned owner of the Subdivision, and by and through its duly authorized member, has hereunto set its hand and affixed its seal this ___ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

HIF, LLC

Unofficial Witness

Ida H. Russell, Sole Member (SEAL)

Notary Public