
**AFTER RECORDATION, PLEASE RETURN
THIS INSTRUMENT TO:**

Lookout Highlands Homeowners' Association, Inc.
P.O. Box 1325
Trenton, GA 30752

**STATE OF GEORGIA
COUNTY OF DADE**

**CONSOLIDATED TEXT OF THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LOOKOUT HIGHLANDS AND BYLAWS FOR
LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.
AS OF NOVEMBER 21, 2024**

INCORPORATING THE FOLLOWING AMENDMENT TO THE AMENDED AND RESTATED DECLARATION ORIGINALLY RECORDED ON OCTOBER 22, 2018, IN BOOK 530, PAGE 532 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF DADE COUNTY, GEORGIA ("RECORDER'S OFFICE"):

First Amendment recorded in Book 628, Page 374-381 in the Recorder's Office on November 21, 2024.

ALSO INCORPORATING THE FOLLOWING AMENDMENT TO THE BYLAWS:

First Amendment to Bylaws dated October 19, 2024.

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LOOKOUT HIGHLANDS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE LOOKOUT HIGHLANDS is made effective this 20th day of October, 2018, by **LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.**, a non-profit membership corporation organized under the laws of the State of Georgia (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, on February 14, 1992, Lookout Atlantis, Ltd., a Georgia corporation (the "Developer") recorded that certain Declaration of Covenants and Restrictions for Lookout Highlands (the "Original Declaration") at Deed Book 178, Page 137, in the Office of the Clerk of Superior Court of Dade County, Georgia ("Clerk's Office"), to subject the real property described therein to the covenants and restrictions in the Original Declaration and to create thereupon a residential development known as LOOKOUT HIGHLANDS; and

WHEREAS, for various purposes as stated therein, nineteen (19) prior amendments and three (3) supplements to the Original Declaration have previously been recorded in the Clerk's Office as follows:

First Amendment recorded in Book 188, Page 143 on July 27, 1993
First Supplement recorded in Book 197, Page 689 on October 28, 1994
Second Amendment recorded in Book 197, Page 692 on October 28, 1994
Third Amendment recorded in Book 201, Page 274 on April 28, 1995
Fourth Amendment recorded in Book 213, Page 330 on November 11, 1996
Fifth Amendment recorded in Book 224, Page 119 on January 21, 1998
Sixth Amendment recorded in Book 236, Page 120 on January 27, 1999
Seventh Amendment recorded in Book 248, Page 264 on February 11, 2000
Second Supplement recorded in Book 276, Page 359 on January 17, 2002
Eighth Amendment recorded in Book 277, Page 492 on February 6, 2002
Third Supplement recorded in Book 280, Page 698 on April 10, 2002
Ninth Amendment recorded in Book 283, Page 553 on June 7, 2002
Tenth Amendment recorded in Book 350, Page 126 on November 17, 2005
Eleventh Amendment recorded in Book 370, Page 464 on November 29, 2006
Twelfth Amendment recorded in Book 408, Page 306 on January 26, 2009
Thirteenth Amendment recorded in Book 419, Page 588 on December 8, 2009
Fourteenth Amendment recorded in Book 422, Page 557 on March 26, 2010

Fifteenth Amendment recorded in Book 480, Page 143 on October 30, 2014
Sixteenth Amendment recorded in Book 480, Page 148 on October 30, 2014
Seventeenth Amendment recorded in Book 484, Page 449 on March 31, 2015
Eighteenth Amendment recorded in Book 491, Page 308 on October 16, 2015
Nineteenth Amendment recorded in Book 518, Page 390 on November 9, 2017

(The Original Declaration as amended by the above amendments and supplements hereinafter referred to as the “Amended Declaration.”)

WHEREAS, by Warranty Deed recorded at Book 484, Page 577 in the Clerk’s Office on April 6, 2015, all rights, including but not limited to, Developer’s rights, of Lookout Atlantis, Ltd., set forth in the Amended Declaration were conveyed to Lookout Highlands Homeowners’ Association, Inc. (the “Association”);

WHEREAS, Section 13.02 of the Amended Declaration provides that amendments to the Declaration must be approved by an affirmative sixty-seven percent (67%) vote of the members of the Association who are in attendance or represented at an annual or special meeting of the Association;

WHEREAS, at the annual meeting held on October 20, 2018, the proposed Amended and Restated Declaration of Covenants and Restrictions (the “Amended and Restated Declaration”) was presented for consideration and vote by the members of the Association present or represented;

WHEREAS, the proposed Amended and Restated Declaration received the requisite affirmative votes for approval;

NOW THEREFORE, the Association declares that the Amended Declaration is hereby replaced by the following Amended and Restated Declaration of Covenants and Restrictions for Lookout Highlands for the real property described in Exhibit “A” (the “Property”), and declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the “Covenants”) hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

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ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

1.01 Architectural Review Committee. “Architectural Review Committee” shall mean and refer to that Committee formed and operated in the manner described in Section 7.01 hereof.

1.02 Association. “Association” shall mean LOOKOUT HIGHLANDS HOMEOWNERS’ ASSOCIATION, INC., a Georgia nonprofit corporation.

1.03 Board of Directors or Board. “Board of Directors” or “Board” shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.04 Bylaws. “Bylaws” shall mean the Bylaws of the Association, the initial text of which is set forth in Exhibit “B” attached hereto. **[Note: the Bylaws attached hereto as Exhibit “B” have been revised to incorporate amendments.]**

1.05 Common Expense. “Common Expense” shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.06 Common Properties. “Common Properties” shall mean and refer to those tracts of land and any improvements thereon which are deeded to the Association and designated in said deed as “Common Properties.” The term “Common Properties” shall also include any personal property acquired by the Association if said property is designated as a “Common Property”. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, their tenants, and guests. The Common Properties shall include but not be limited to entrance gate, entrance and road signs, landscaping easement areas, roads and their rights-of-way, lake(s), greenbelts, and parks.

1.07 Contiguous Lots. “Contiguous Lots” shall mean any two (2) Lots that touch each other at a common boundary line as shown on a plat or plats of Lookout Highlands recorded with the Recorder.

1.08 Covenants. “Covenants” shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.09 Declaration. “Declaration” shall mean this Amended and Restated Declaration of Covenants and Restrictions for LOOKOUT HIGHLANDS and any Supplemental Declaration filed pursuant to the terms hereof.

1.10 Driveway. A “Driveway” shall mean a roadway from the main road to a Dwelling’s garage, carport, or parking area. **[Note: this Section 1.10 was added as a new section pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

1.11 Dwelling. “Dwelling” shall mean any building designed for residential purposes plus a guesthouse, garage and other permanent structures on a Lot. **[Note: this Section 1.11 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

1.12 First Mortgage. “First Mortgage” shall mean a recorded mortgage with priority over other Mortgages.

1.13 First Mortgagee. “First Mortgagee” shall mean a beneficiary, creditor or holder of a First Mortgage.

1.14 Improved Lot. “Improved Lot” shall mean and refer to any Lot upon which a Dwelling exists.

1.15 Lot or Residential Lot. “Lot” or “Residential Lot” shall mean and refer to any parcel of land located within the Property, as shown upon any recorded final subdivision map of any part of the Property, which is used or intended for use as a site for a single-family residence.

1.16 Manager. “Manager” shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.17 Member or Members. “Member” or “Members” shall mean any or all Owner or Owners who are Members of the Association.

1.18 Mortgage. “Mortgage” shall mean a deed of trust or deed to secure debt, as well as a mortgage.

1.19 Mortgagee. “Mortgagee” shall mean a beneficiary, creditor, or holder of a deed of trust or a deed to secure debt, as well as a holder of a Mortgage.

1.20 Multi-Family Dwelling. A multi-family dwelling is a structure that contains more than one separate residential dwelling unit which is used or occupied, or is intended to be used or occupied, in whole or in part, as the home or residence or one or more non-related persons. **[Note: this Section 1.20 was added as a new section pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

1.21 Owner. “Owner” shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner. Any corporation, partnership, limited partnership, firm, or other type of business entity or association which is an Owner hereunder must designate no more than two individuals who will be authorized to exercise the rights of ownership (including use of the Common Properties) described herein. Such designation must be in writing and delivered to the Board. Any changes made in the designation must also be in writing and delivered to the Board.

1.22 Property or Properties. The “Property” or “Properties” shall mean and refer to the Property described in Section 2.01 hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions hereof and may include: (1) Residential Lots and (2) Common Properties.

1.23 Record or To Record. “Record” or “To Record” shall mean to record pursuant to the laws of the State of Georgia relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.24 Recorder. “Recorder” shall mean and refer to the Clerk of the Superior Court of Dade County, Georgia and the successor to that office.

1.25 Unimproved Lot. “Unimproved Lot” shall mean and refer to any Lot that is not an Improved Lot.

1.26 Unsightly Conditions. “Unsightly Conditions” shall mean man-made conditions, not part of the natural processes of the forest, including but not limited to garbage, litter, old building materials, abandoned vehicles, trailers, boats, campers or camping equipment; neglected property including but not limited to excessive peeling paint, lack of paint or stain, broken and/or boarded up windows, missing roofing, foundations in deteriorated states; any deterioration that puts the property in a state that shows neglect. **[Note: this Section 1.26 was added as a new section pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

ARTICLE II

PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property. The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Dade County, Georgia

and is more particularly described in Exhibit “A” hereto and additions or amendments thereto. Additionally, any easements on any real property retained by or granted to the Association for the purpose of erection and maintenance of entrance signs or landscaping and maintenance thereof, shall also be considered Property and subject to these covenants.

2.02 Additions to Property. Additional lands may become subject to, but not limited to, this Declaration in the following manner: The Association, by amendment to this declaration, shall have the right to bring within the plan and operation of this Declaration additional properties, so long as they are contiguous with then existing portions of the Property. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual “touching” is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

As part of the amendment approving the addition, the Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in Section 2.01 above.

2.03 Common Properties and Improvements Thereon. The Association is responsible for the maintenance of all Common Properties. The Association may add additional land as Common Property by the same vote as is required for an amendment to this Declaration.

2.04 Rules and Regulations. Rules and regulations concerning use and enjoyment of Common Properties shall be imposed and controlled by the Board.

ARTICLE III

COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article III apply to the Property described in Exhibit “A”, which Property is intended for use as Single-Family Residential Lots only.

3.02 Multiple Ownership. No owner may convey title of a Lot with the result that more than four (4) natural persons, individually or beneficially, will own an interest in the Lot.

3.03 Residential Use.

(a) All the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to

remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto.

(b) “Residential,” refers to a mode of occupancy, as used in contradistinction to business or commercial or mercantile activity and, except where otherwise expressly provided, “residential” shall apply to temporary as well as permanent uses and shall apply to Unimproved Lots as well as to structures constructed thereon.

(c) No Lot may be used as a means of service or access to another tract of land, whether or not a part of the Property, unless specifically consented to by the Board in writing.

3.04 No Business Use.

(a) No Dwelling or other structure shall be designed, patterned, constructed or maintained upon any Lot for use in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes; however, Owners may use Lots for “home office” or “telecommuting” purposes, artistic studios or workshops, or similar activities that may be business related, provided such uses (1) do not involve clients, customers, employees, independent contractors, suppliers, students or other business- invitees coming on to the Property; and (2) are consistent with the residential character of the Development and do not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of others within the Development, as determined in the Board’s sole discretion.

(b) No panel, commercial or tractor trucks, or other vehicles or equipment inconsistent with ordinary residential use, shall be habitually parked on any Lot or roads.

(c) No garage sale, moving sale, estate sale, or similar activity shall be permitted without prior written approval of the Board.

3.05 No Multi-Family Dwelling. Dwelling shall be for use only by owner, his lessee (as allowed in Section 3.06), family of owner or lessee, and guests. **[Note: this Section was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.06 Leasing, Occupancy and Short-term Arrangements.

(a) Dwellings

(i) Dwellings may be leased for residential purposes only and may not be leased to any business entity. All leases shall have a minimum term of twelve (12) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration. The lease shall also obligate the tenant to comply with the Declaration and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may file a dispossessory action against the tenant on behalf of

the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

(ii) An Owner who leases his property must notify and provide a copy of the lease to the Board within fifteen (15) days after the lease has been signed.

(iii) A Dwelling may be rented only in its entirety. No single rooms or other fraction or portion of a Dwelling constituting less than the entire Dwelling may be leased.

(iv) There shall be no subleasing of a Dwelling or assignment of leases unless prior written approval has been obtained from the Board.

(v) An Owner may not convey short-term ownership or occupancy rights such as a timeshare, a fractional ownership interest, a vacation home partnership interest, a "private residence club" membership, a lease having a duration of less than twelve consecutive months, or similar arrangement.

(vi) The Board may adopt reasonable rules regulating leasing and subleasing.

(b) Unimproved Lots. An Owner of an Unimproved Lot may not transfer any benefits of ownership to a third party for any period of time, except by sale of the Lot. **[Note: this Section 3.06 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.07 Minimum Square Footage. No residence shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this Section. For the purposes of this Section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Architectural Review Committee shall be final. The minimum number of square feet required is 1,100 square feet.

3.08 Set-backs.

(a) No structure shall be erected on any Lot nearer than (1) one hundred feet from the front road line of the Lot; (2) seventy-five feet from any side road line; (3) twenty-five feet from any side or rear property line abutting another Lot; or (4) seventy-five feet from the shoreline of any lake or Common Properties where there are easements for hiking trails. For the purposes of this covenant, open porches shall be considered as part of the structure. Uncovered steps and walkways shall not be considered as a part of the structure, providing, however, this shall not be construed to permit any portion of a structure, steps or walkways to encroach upon another Lot or upon Common Properties. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any

Lot that does not conform to the zoning laws, if any, and regulations applicable thereto.

(b) No driveway shall be constructed on any Lote nearer then twenty-five (25) feet from any side or rear property line abutting another Lot or seventy-five (75) feet from the shoreline of any lake or from Common Properties where there are easements for hiking trails.

(c) An Owner may petition the Board for a variance from any of the above set-back requirements and such variance shall not be unreasonably withheld. If the Board grants such petition, the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations, if required. **[Note: this Section 3.08 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.09 Rearrangement of Lot Lines.

(a) Not more than one Dwelling shall be erected or maintained on any one Lot. Contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling thereon; however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. Lots may not be re-subdivided so as to create a smaller area than originally deeded to an Owner except that Lots containing eight or more acres may be re-subdivided under the following conditions: (1) At the Owner's expense, a plat showing the boundaries of the resultant Lots shall be prepared and filed in the Recorder's Office; (2) Each resultant Lot must contain a minimum of three acres of land, exclusive of any road right-of-way, road easement, lake or Common Area existing upon the original Lot at the time of the re-subdivision; (3) Each resultant Lot must have frontage upon and access to either an existing, improved road or on an existing, improved road built at the expense of the Owner of the Original Lot and maintained by the Owner(s) using such road; (4) No original Lot may be re- subdivided by any party into more than four resultant Lots; (5) No re-subdivision may take place by any party without the written approval of the Board; (6) Resultant Lots shall, upon the filing of the plat showing the boundaries thereof, be separately assessed for purposes of annual and special assessments pursuant to Article VIII hereof.

(b) Notwithstanding anything to the contrary in Section 3.08(a) above, the Lots listed below are subject to special deed restrictions or a declaration of restrictive covenant and cannot be subdivided at any time. The statement "Lot (insert Lot Designation) shall not be further subdivided at any time or re-subdivided back into its original lots at any time and only one (1) Dwelling shall be erected or maintained on the said Lot" shall be included in all future deeds for Lots listed below.

Lot Designation	Subdivision	Declaration of Restrictive Covenants Recorded in Recorder's Office	Plat Record in Recorder's Office
CV 1NS	Crookview	Book 492, Page 83	A-158E
EB 5NS	Eagle Bluff	Book 489, Page 124	A-156F
FL 13NS	Highland Bluff	Book 502, Page 717	A-156G
FO 1NS	Forester Overlook	Book 490, Page 201	A-156D
H 54NS	Highland Woods	Book 484, Page 468	A-152G
H 97NS	Highland Woods	Book 486, Page 269	A-155A
H 78NS	Highland Woods	Book 486, Page 224	A-153A
H 81NS	Highland Woods	Book 484, page 472	A-153A
H 84NS	Highland Woods	Book 484, Page 462	A-153A
H 91NS	Highland Woods	Book 484, Page 507	A-153A
HB 11NS	Highland Bluff	Book 489, Page 55	A-156E
HF 14NS	Highlands Forest	Book 487, Page 1	A-155D
HF 16NS	Highlands Forest	Book 487, Page 5	A-155D
PP 6NS	Pennington Point	Book 491, Page 498	A-157J
TG 1NS	Tatum Overlook	Book 491, Page 505	A-158A

(c) Notwithstanding anything to the contrary in Subsection 3.09(a) above, Tatum Gulf Lot 2 (TG 2) as shown on Plat Record A-153D in the Recorder's Office may not be subdivided into more than two (2) Lots and Tatum Gulf Lot 3 (TG 3) as shown on said Plat may not be subdivided into more than three (3) Lots.

3.10 Temporary Accommodations. An Owner shall only on a temporary basis be permitted to use the following accommodations for living or sleeping quarters: a tent, a camper, a recreational vehicle or a motor home type recreational vehicle, all of which shall be subject to certain restrictions, rules and regulations adopted, modified, added or deleted by the Board when deemed necessary. All recreational accommodations are required to be designed and placed upon a Lot in order to be removed promptly and not be permanently attached to footings or foundations. In no event shall a mobile home, shack, metal building or house-type trailer be placed or permitted to remain on any Lot.

3.11 Commencement and Completion of Construction. Without the prior written approval of the Architectural Review Committee, no construction of any structure shall be commenced on a Lot. Any residence being erected on a Lot shall be substantially completed within twelve (12) months from the date of the pouring of the footings for said residence. Any request for extension to the 12-month period of construction must be submitted to the Architectural Review Committee with documentation supporting the request. In the construction of a Dwelling upon a Lot, the builder shall keep all debris cleared from the road or roads bounding the Lot; and, before any residence is occupied, all debris must be removed from the entire Lot. No debris, old lumber or unsightly objects shall be moved onto any Lot in the Development at any time, including the period of construction of the Dwelling thereon. The exterior of every residence shall be completed before occupancy.

3.12 Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity,

gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.13 Dwelling Appearance. The placement, configuration and finishes of the Dwelling shall have an appearance from all sides that is acceptable to the Architectural Review Committee and is compatible in design and color with surrounding properties and improvements and with natural surroundings. **[Note: this Section 3.13 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.14 Building Requirements. No brick, vinyl siding or split face block shall be permitted on the exterior of any Dwellings or structures of a permanent nature constructed on any Lot. All Dwellings or structures of a permanent nature constructed on any Lot shall have full masonry foundations, and no exposed block, split face block, or concrete foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered to complement the Dwelling. Stucco covering foundations block will be permitted only if it is below grade and not in view of adjacent Owners and/or persons using the Common Properties (for example, underneath decks). All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents.

3.15 Fences / Dog Kennels. No fences will be allowed on a Lot without the prior written consent of the Architectural Review Committee. All proposed fences must be submitted to the Architectural Review Committee showing materials, design, height and location. No chain link fences, no barb wire and no razor wire fences will be permitted. No perimeter fences will be permitted. Dog kennels must be of a design that is compatible with the Dwelling structure. No exposed concrete will be allowed in fences and dog kennels unless it is stained or painted dark to minimize the visual effect. If a kennel is in view of other Owners or Common Properties, it must be landscaped to avoid unsightliness. In all cases, approval by the Architectural Review Committee is required for fences, dog kennels and similar structures.

3.16 Service Area, Tanks and Garbage Receptacles. Each Dwelling shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view using materials and colors that are harmonious with the Dwelling it serves. No window air conditioning units shall be allowed. Fuel tanks or similar storage receptacles shall be camouflaged, installed within a screened area, or buried underground. All garbage and trash containers must be placed in enclosed areas and must not be unsightly, disorderly, in disrepair or offensive.

3.17 Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes.

All Dwellings shall be connected to a public sewer or shall have a septic tank and field lines of the type and quality approved by the State of Georgia Department of Health.

3.18 Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Board.

3.19 Excavation. No Owner shall excavate or extract earth from any Lot for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot without the prior written consent of the Architectural Review Committee.

3.20 Alternative Energy Systems. Solar and wind power systems shall be reviewed and approved by the Board on a case-by-case basis, taking into consideration visual, auditory and other potential impacts of such systems. Only minimum clearing will be allowed for the functionality of solar panels or wind turbines.

3.21 Detached Structures. No detached garages or other structures shall be permanently erected upon any Lot without the prior written consent of the Architectural Review Committee.

3.22 Garages. Garages shall be designed to be compatible with the architecture of the residence.

3.23 Signs. No signs shall be erected or maintained on any Lot, if such signage is viewable from any Common Property, without the prior written consent of the Board.

3.24 Motorized Recreation Vehicles. The use of motorized recreation vehicles, including, but not limited to, four-wheelers, utility vehicles, and motorcycles, is permitted on the Property only for transportation purposes and/or work-related endeavors of Owners. Occasional pleasure rides by Owners will be permitted if such activities do not involve careless or reckless driving or speeding; do not damage any areas or roads; do not cause erosion on the Property; and do not create any loud or unpleasant noise. Operators of vehicles must be licensed drivers or be accompanied by an adult. If the Board determines that an activity has violated any of the preceding provisions, the Owner shall forfeit the right to use said vehicles on the Property for a time period to be determined by the Board. If the Owner fails or refuses to abide by any part of this provision it will be deemed an "offensive activity" under Section 3.41 and a covenant violation subject to the enforcement provisions under Section 3.42 "Violations and Enforcement".

3.25 Animals. No poultry, livestock or other animal shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted in reasonable numbers solely as pets for pleasure, provided that nothing herein shall permit the keeping of dogs, cats or other animals for commercial purposes. The pet owner is at all times responsible for ensuring that his pet is in no way a threat or nuisance to other Owners, their guests, or other pets. In the event that a pet bites, charges, or chases Owners, their tenants or guests, or other pets, it will be deemed an "offensive activity," and a covenant

violation and, as such, the Board may require that the pet be removed from the Property. The pet owner shall also muzzle any pet which consistently barks or makes loud noises. If the barking or loud noises persist, the pet owner shall have the pet removed from the Property. If the pet owner fails or refuses to abide by any part of this provision it will be deemed an “offensive activity” under Section 3.41 and a covenant violation subject to enforcement provisions under Section 3.42 “Violations and Enforcement”.

3.26 Tree and Vegetation Trimming and Removal.

(a) Tree trimming and removal from a Lot shall be done in a manner and to an extent as to be consistent with and maintain the community’s woodland landscape and character.

(b) An Owner of an Unimproved lot may clear trees from a portion of his Lot only in areas pre-approved by the Architectural Review Committee for construction of items including: (i) Dwelling and driveway, (ii) outbuildings or other structures, and (iii) septic systems, and (iv) small gardens or lawns. An Owner of an Unimproved lot may remove from his Lot any dead or diseased trees or trees that pose a potential safety hazard without first obtaining approval from the Architectural Review Committee.

(c) On an Improved Lot, a majority of the trees may not be removed from any aspect of the dwelling – front, rear, right side, or left side. Clearing or trimming of trees in an area of any size on any Lot within sight of the main road, Common Property or adjacent lots requires approval from the Board. An Owner of an Improved lot may remove from his Lot any dead or diseased trees or trees that pose a potential safety hazard without first obtaining approval from the Board.

(d) An Owner of a Lot located on a brow or bluff within the Development may, on the express written authorization of the Board, trim or remove trees or vegetation along the side of the brow/bluff or below the brow/bluff within the boundaries of Common Properties for the purpose of view enhancement. Said trimming or removal of trees or vegetation for view enhancement shall be done in an orderly and reasonable manner, and not in a disorderly or excessive manner as to be deemed a nuisance to the adjoining Owners or to the extent that erosion and/or unsightly conditions would occur along the brow/bluff area.

(e) Owners must remove the debris that occurs from tree or vegetation removal from their Lots and the Common Properties.

(f) Once approved tree and vegetation trimming or removal has been completed, an Owner may maintain the area as originally approved without additional Architectural Review Committee or Board approval. **[Note: this Section 3.26 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.27 Radio and Television Signals. Except for antennas and receivers commonly used for television, radio and Internet reception, no television antenna, satellite receiver or other similar device shall be attached to or installed on the exterior portion of any

Dwelling or other structure on any Lot without the prior written consent of the Board. No radio, television signals, nor any other form of electromagnetic radiation which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property shall be permitted to originate from any Lot.

3.28 Security and Other Exterior Lights.

(a) An Owner may place exterior security lights on structures and commonly used areas needing illumination no higher than the roof line of the Dwelling.

(b) Any exterior security lights not attached to the Dwelling shall be located 50 feet or less from any Dwelling structure, parking area, sitting area, etc. and no higher than the roofline of the Dwelling. No lights may be placed on poles without express written authorization from the Board. No lights may be placed on Common Properties. Security lights may not be illuminated throughout the night.

(c) All exterior lights must be shielded to direct light only toward the ground to prevent emission of light into the night sky or on to adjacent properties.

(d) Pathway and handrail lights are allowed but must be downfacing.

(e) No lights shall be placed nearer than fifty (50) feet from the shoreline of any lake except for low, ground-mounted pathway lights designed to facilitate access to a dock or shoreline; such lights may not be illuminated throughout the night or when not in use. **[Note: this Section 3.28 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.29 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon any Lot. The playing of loud music from any Lot will be deemed an “offensive activity” under Section 3.41 and a covenant violation subject to enforcement provisions under Section 3.42 “Violations and Enforcement”.

3.30 Laundry. No Owner, guest, or tenant shall hang laundry on any Lot if such laundry is within the view of any other Dwelling, road, or Common Property.

3.31 Mailboxes. Mailboxes shall be installed and maintained by Owners and must be of a type consistent with the character of the Development.

3.32 Vehicles. Vehicles (including cars, trucks, off-road or utility vehicles, motorcycles, trailers, recreational vehicles and boats) owned by Owners shall be parked only in the Owner’s garage, approved outbuilding, or on or adjacent to the driveway. No inoperable vehicle or other machinery shall be stored outside on a Lot or Common Property at any time, even if not visible from the road.

3.33 Maintenance. Each Owner shall, at all times, maintain in good repair all structures located on his Lot, including driveways and permitted fences.

3.34 Hunting. There shall be no hunting, trapping, unnatural harm to animals, game or water species, except as may be permitted under Article IV and on Common Properties as authorized in writing by the Board, and, in such case, all safety and licensing laws and regulations shall be adhered to by all Owners and their guests.

3.35 Firearms. There shall be no target or trap shooting or discharge of firearms upon any Lot or Common Properties, except as may be permitted under Article IV and except that an Owner using 22-rim fire cartridges or guns using shot no larger than Size 4 may shoot on his Lot(s) nongame nuisance or pest species, such as poisonous snakes, rats, armadillos, beavers, groundhogs, or other species that may be taken under Georgia Code Annotated Section 27-1-28, as amended from time to time. In such cases, all safety and licensing laws and regulations shall be adhered to by all Owners and their guests.

3.36 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economic value of all Lots within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any Dwelling or structure damaged or destroyed by fire or other casualty. Variations and waivers of this provision may be made only by the Board establishing that the overall purpose of these Restrictive Covenants would be best effected by allowing such a variation. Variations to this Section are to be strictly construed and the allowance of a variance by the Board shall not be deemed to be a waiver of the binding effect of this Section upon all other Owners.

3.37 Damage to Roads and Common Properties. Any damage done to roads, gates, fences, or other Common Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a Dwelling or to perform other work on a Lot, will be repaired immediately at the expense of the Owner.

3.38 Unightly Conditions. All the Lots in the Development must, from the date of purchase, be maintained by the Owner in a manner consistent with the character and natural appearance of the Development. In the event that an Owner neglects for any reason to maintain his Lot, the Association may initiate proceedings against the Owner in violation as outlined in Section 3.42. In the event the Owner does not remedy the condition promptly on demand, then the Association may enter upon said Lot and remedy such unsightly condition, without liability to the Owner or to any other Owner and invoice the cost of such work to the Lot Owner. Such amount shall constitute a lien against the Owner's Lot. **[Note: this Section 3.38 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

3.39 Permitted Entrances. The Board, or its respective agents, may enter upon any Lot for the purpose of removing, clearing, cutting or pruning trees or other vegetation which, in the opinion of the Board, detracts from the appearance or safety of the Property. Such entrance and activities shall not be deemed a trespass. The Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and

removal being deemed a trespass. The provisions of this Section shall not be construed as an obligation on the part of the Board and its agents to clear, cut or prune any Lots or to provide garbage or trash removal services.

3.40 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.41 Offensive Activity. 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, discomfort, embarrassment or nuisance in the Development.

3.42 Violations and Enforcement. In the event of the violation of any one or more of the provisions of the Declaration, the Association, its successors or assigns, or an Owner may initiate the following enforcement proceedings:

(a) The Association shall notify the Owner, in writing, of the violation and state a requested deadline for remediation. The Owner shall have ten (10) business days to respond with his plan and timeline for remediation.

(b) If the Owner fails to respond or refuses to remedy the violation, the Association may impose a fine for the violation, and such fine shall constitute a lien upon the Lot.

(c) If the Owner fails or refuses to remedy the violation or pay the fine, the Association may bring an action or actions against the Owner in violation and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorney's fees incident to any such proceeding, which costs and fees shall constitute liquidated damages.

In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Board. Further, the Board may grant variances of the restrictions set forth in the Declaration if such variances do not, in the opinion of the Board, adversely affect the purposes sought to be obtained hereby. Such variances shall be approved in writing by at least five members of the Board.

A violation of the provisions of the Declaration will subject the Owner to a fine as described in the Schedule of Fines, in addition to any other remedies available to the Association.

By reason of the rights of enforcement of the provisions of this Section being given unto Owners (subject to rights of variances reserved by the Board), it shall not be incumbent upon the Association to enforce the provisions of the Declaration or to prosecute any violation thereof. **[Note: this Section 3.42 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

ARTICLE IV

TATUM GULF LOT 4

Notwithstanding anything to the contrary elsewhere in this Declaration, the following restrictions and covenants shall apply to Tatum Gulf Lot 4 (TG 4) as shown on Plat Record A-153G in the Recorder's Office until such time as TG 4 is subdivided into Lots by recorded plat and subdivided as provided in this Article IV.

4.01 Use of TG 4; Hunting. Notwithstanding the terms of Section 3.34, TG 4 may be used for hunting game animals, only with bow and shot gun, using shot no larger than Size 4, by only the Owner of TG 4 ("TG 4 Owner") and his guests. Only the foregoing types of hunting are permissible on TG 4. Except as permitted in this Section, there shall be no discharge of firearms, and no target or trap shooting on TG 4. TG 4 cannot be leased for hunting or any other purpose prohibited by this Declaration. The TG 4 Owner shall ensure that all safety and licensing laws and regulations shall be adhered to by all users of TG 4. TG 4 shall cease to be used for hunting purposes upon the recording of a subdivision plat dividing TG 4 into Lots.

4.02 Exemptions from Declaration for TG 4.

(a) Exemptions. TG 4 shall be exempt from the following requirements and restrictions in Article III, but otherwise subject to the provisions of that Article, except as stated below in this Article IV.

Section 3.07 Minimum Square Footage.

Section 3.10 Temporary Accommodations

Section 3.11 Commencement and Completion of Construction

Section 3.13 Frontal Appearance

Section 3.14 Building Requirements

Section 3.18 Wells

Section 3.21 Detached Structures

Section 3.33 Maintenance

(b) Architectural Control. TG 4 is exempt from the requirements of Article VII Architectural Control, provided, however, the TG 4 Owner shall notify the Architectural Review Committee at least thirty (30) days prior to the construction of any structure on TG 4 and must comply with all applicable terms of the Declaration except as modified by this Article IV.

4.03 Modification of Declaration for TG 4.

(a) Use. Notwithstanding the requirements of Section 3.03, Residential Use, TG 4 may be used for non-residential purposes consistent with uses allowed under this Article IV. TG 4 shall not be used or occupied in a commercial manner. The TG 4 Owner may install and maintain on TG 4 a building, improvement or structure consistent with those of TG 4 as wooded or hunting property.

(b) Setbacks/Improvements. Notwithstanding the terms of Section 3.08 Set-Backs, no building, improvement, or structure, including without limitation, any hunting stands, shall be installed, constructed, or erected within one hundred (100) feet from any line of TG 4 that abuts any road or Common Properties or any Lot, without the prior consent of the Board in accordance with Section 3.08(b). Any building, improvement or structure that violates this Section 4.03(b) shall be removed by the Owner at the Owner's sole cost and expense.

(c) Animals. Notwithstanding the terms of Section 3.25, Animals, the TG 4 Owner may keep and maintain a reasonable number of poultry, not to exceed the number allowed by applicable governmental ordinance, law, statute or regulation, and no more than two goats, provided that such poultry and goats are for personal use only.

(d) Fences. Notwithstanding the terms of Section 3.15, Fences / Dog Kennels, the TG 4 Owner may install, construct and maintain fences, including barbed wire fences, along any Lot line that does not abut any road, Common Properties or other Lot, consistent with the use of TG 4 as hunting property, and fences and cages reasonably necessary for poultry and goats in accordance with Subsection 4.03(c), without prior approval of the Architectural Review Committee.

(e) Signs. Notwithstanding the terms of Section 3.23, Signs, the TG 4 Owner may post signs on TG 4 that are appropriate for hunting areas, without prior approval of the Board.

(f) Trees. Notwithstanding the terms of Section 3.26, Tree Removal, the TG 4 Owner may remove trees from TG 4 without the prior consent of the Architectural Review Committee, provided that the removal shall not exceed more than ten (10) acres in the aggregate and the TG 4 Owner submits to the Architectural Review Committee a drawing showing the scope and location of the area to be cleared not less than thirty (30) days prior to the planned clearing.

4.04 Lien and Assessments. TG 4 shall be subject to assessments and liens under Article VIII as one (1) Lot until such time as TG 4 is subdivided into Lots by the recording of a subdivision plat.

4.05 Association Roads and Easements. The TG 4 Owner shall have the right to use all roads within the remainder of Lookout Highlands in accordance with the Declaration. The Association shall maintain the existing road to the Common Property adjacent to TG 4, known as the "chert pit," in at least the same condition as on October 25,

2014. The Association shall grant the TG 4 Owner an easement across such Common Property, at a location mutually agreeable to the Association and the TG 4 Owner, for purposes of access and installation of utilities to TG 4.

4.06 Applicable Provisions of Declaration. Except as stated above, prior to subdivision, TG 4 shall be subject to all covenants, obligations, and liabilities applicable to the other Lots under this Declaration.

4.07 Subdivision of TG 4. TG 4 may be subdivided into Lots at any time by the TG 4 Owner provided that the following conditions are met:

(a) The TG 4 Owner submits a plan of development to the Board for approval, which approval shall not be unreasonably withheld, conditioned or delayed;

(b) TG 4 is divided into a maximum of four (4) Lots (the “New Lots”);

(c) There shall be no further subdivision of the New Lots;

(d) After subdivision of TG 4, there shall be four (4) Lots for assessment purposes under Article VIII, regardless of the number of actual New Lots created, which assessments shall be pro-rated among the actual number of New Lots;

(e) The TG 4 Owner will install utilities, roads, and other infrastructure upon TG 4 in compliance with all governmental ordinances, laws, statutes or regulations for private roads and developments, all at the TG 4 Owner’s sole cost and expense;

(f) Any structures and buildings on TG 4 must be in compliance with all requirements under this Declaration, or brought into compliance, as determined by the Architectural Review Committee, or must be removed from TG 4 within a reasonable time, as determined by the Architectural Review Committee, at the Owner’s sole expenses; and

(g) The New Lots shall become “Lots” for purposes of the Declaration and all special uses provided in the Declaration, including without limitation, under Section 3.03, Section 3.08, Section 3.15, Section 3.23, Section 3.25, Section 3.26, and Section 3.34, shall cease immediately upon the recording of the subdivision plat of TG 4 creating the New Lots in accordance with all governmental ordinances, laws, statutes or regulations, at which time the New Lots shall be subject to all other requirements, covenants, obligations, and liabilities applicable to the other Lots under this Declaration, except as stated above with respect to subdivision and the number of assessments per Lot.

4.08 TG 4 Roads and Utilities. If the roads constructed on TG 4 meet the specifications of and are accepted by the Association, and approved by applicable governmental entities, if any, the Association shall maintain the roads in a manner consistent

with the other roads in Lookout Highlands. After installation of utilities for TG 4 and approval by applicable governmental entities, if any, the Association shall maintain such utilities to the same extent that it maintains utilities in other areas of Lookout Highlands.

ARTICLE V

HIGHLAND WOODS LOT H 87

Notwithstanding anything to the contrary elsewhere in this Declaration, the following restrictions and covenants shall apply to Highlands Woods Lot H 87 (“H 87”) as shown on Plat Record A-153A in the Recorder’s Office.

5.01 Natural State. The Lot shall remain in its natural state as the same is situated as of December 22, 2017, which is predominately natural woods and trees, shrubs and foliage, with natural grasses, and used for purposes consistent with recreational spaces. The Lot shall not be used hereafter for any other purpose. No Dwellings or any permanent structures may be constructed on said Lot.

5.02 Access. The only access to said property, to the best of the Association’s knowledge, is by means of the 60-foot wide private right-of-way easement to the east of Lot H 77 as shown on Plat Record A-153A and the portion of the right-of-way shown as “Old Everette Road” easement on Plat Record A-153A that lies within the Association’s common property. The Association does not maintain and has no obligation to maintain or improve the condition of these two easements.

5.03 No Utilities. Said property has no access to utilities and the Association shall not provide, and has no obligation to provide, access to utilities.

ARTICLE VI

SPECIAL RESTRICTIONS AFFECTING ALL LAKES AND WATERFRONT AREAS

6.01 Use of Lakes. The lakes designated as Common Properties within the Development may be used for recreational and fishing purposes only by Owners, their tenants and guests.

6.02 Lake Access. Owners whose Lots do not front on a lake shall be granted access by way of designated easements and Common Properties nearby and upon the dams and levees.

6.03 Restrictions on Watercraft. Except for service or maintenance purposes, no methods of propulsion for boats or crafts shall be allowed except paddles, oars, typical single electric trolling motors, or sails. No boat exceeding sixteen (16) feet

in length, except for canoes and sculls, or having a capacity of more than six (6) persons, shall be permitted on the lakes. Pontoon boats with pontoons larger than fourteen (14) inches in diameter are not allowed.

6.04 Restrictions on Lake Structures. No structures of any kind shall be erected within the normal pool level of any lake, except upon the express written authorization of the Board, and upon the express written approval of the plans and specifications which show the detail and location of any such structure. This applies to docks as well as any other type structure which might encroach within the normal level of the lakes. Any such structure is subject to removal at any time, or from time to time, upon written instructions to such effect, given by the Board to the Owner. This regulation is intended to allow complete control by the Association of all structures which might intrude into the lake areas so that lake use can be devoted, in the sole discretion of the Board, to the benefit of all entitled to lake use, without undue interference from protruding docks or other structures.

6.05 Rules and Regulations. Rules and regulations concerning fishing and fish population, protection and maintenance of the lakes, dams and shorelines, and usage of the lakes shall be imposed and controlled by the Board. These rules and regulations are intended to reserve exclusively to the Association the right to control the growth and health of the fish population; the type and growth of plants and algae; the determination of incompatible fish or bait to be excluded from the lakes; the type of any chemicals, fertilizers, fish food and foreign matters that can be used or not used; the size, number and type of fish and other aquatic species to be kept or returned to the water; restocking; and elimination of any excessive fishing or abusive-type methods by Owners, their tenants or guests.

All safety and licensing laws and rules and regulations of governing authorities and the Board shall be adhered to by all Owners, their tenants and guests.

6.06 Easement for Entry Upon Lots for Maintenance, Repair or Cleaning of Lakes. The Association shall have the responsibility for maintaining, repairing, cleaning, correcting, dredging, clearing out, and/or draining the lakes as needed. In order to perform this function, the Board, or its authorized agents, may need to enter upon Lots fronting the lakes. A perpetual easement is therefore reserved upon each waterfront Lot, as shown on the recorded plat, for the purposes described in this Section.

6.07 Suspension of Use of Lakes. In performing the functions described in Section 6.06 hereof, or for reasons of public safety, the Board shall have the authority to suspend the use of all or part of any lake by Owners, their tenants and guests for such period of time as the Board may deem necessary.

6.08 Lake, Pond or Waterway Failure. In the event that a lake, pond or waterway fails to retain water, the Board, in its sole discretion, may develop alternate plans for such lake, pond or waterway, including, without limitation, reclamation of the land used in the development of such failed lake, pond or waterway and reforestation.

6.09 No Private Ponds or Lakes. No private ponds or lakes shall be constructed on any Lot without the express written authorization of the Board after submission and approval of the plans and specifications for a proposed pond or lake. If such approval is granted by the Board, the Owner, prior to commencement of construction, must obtain all applicable permits and approval from appropriate governmental authorities including, but not limited to, the Georgia Department of Natural Resources and the Georgia Soil Conservation Department to ensure that all design, safety and health standards have been met, particularly complying with the Georgia Safe Dams Act of 1978, as amended from time to time. Furthermore, the Board can deny an Owner's request to construct a private pond or lake, if in its sole opinion, the pond or lake would (1) unreasonably capture or divert the natural water flow or affect the amount of natural watershed into other existing ponds or lakes in the Development, or (2) the pond or lake would create a health or safety hazard.

ARTICLE VII

ARCHITECTURAL CONTROL

7.01 Architectural and Design Review.

(a) In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Development, and to promote and protect the value of the Property, the Board shall create a body of rules and regulations covering details of Dwelling placements, which shall be available for all Owners or prospective Owners.

(b) The Architectural Review Committee, established by the Board in accordance with the Bylaws, shall have sole architectural and design reviewing authority for the Development.

(c) No Dwelling, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed construction plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Architectural Review Committee shall be subject to prior approval of the Architectural Review Committee as provided in the preceding sentence. The Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. The Architectural Review Committee may, by written notice given from time to time to the Owners, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established

by the Architectural Review Committee. In the event of the completion of any Dwelling on any Lot, without any proceedings having been instituted to enjoin the construction thereof, the said Dwelling shall be conclusively presumed to have had such approval.

(d) The Architectural Review Committee shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Board.

(e) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and ensuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

(f) No trees or shrubs shall be cut or removed, no grading shall be commenced, no utilities or septic system installed and no other activity undertaken on any Unimproved Lot to alter the Lot for temporary accommodations as allowed under Section 3.10, subject to restrictions, rules and regulations, until the proposed plans and specifications shall have been submitted to the Architectural Review Committee for approval at least thirty (30) days prior to the proposed commencement date of the construction or site preparation, whichever occurs first. **[Note: this Section 7.01 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

7.02 Approval Standards. Approval of any proposed Dwelling or structure plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications. Any exception to the Covenants and Restrictions shall be made by the Board on a case-by-case basis and shall establish no precedent for any further exception.

ARTICLE VIII

ASSESSMENTS

8.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these Covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be

personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased.

8.02 Purpose of Assessments. The assessments levied by the Association shall be used to administer this Declaration and the Association, to maintain and improve the Common Properties, and to generally promote the recreation, health, safety and welfare of the Owners. The special assessments shall be used for the purposes set forth in Section 8.04 of this Article.

8.03 Amount of Annual Assessments.

(a) The amount of the annual assessment for each Lot is determined without reference to the size, location or value of the Lot. The amount of the annual assessment for a single Lot shall be set, from time to time, by vote of the Members in accordance with Section 8.03(e). This amount is sometimes referred to hereafter as “the full annual assessment.” The annual assessment for each Lot shall be the full annual assessment except for any adjustments made, pursuant to Subsection 8.03(b), in the assessments of certain lots owned by Owners who own more than one Lot (a “Multiple Lot Owner”) and except for lots created from subdivision of TG 4, which lots shall be assessed in accordance with Section 4.07 and for Lot H 87 which shall be assessed in accordance with Subsection 8.03(d).

(b) (i) The annual assessment for one Lot of a Multiple Lot Owner shall be the full annual assessment. The annual assessment for each additional Lot owned by a Multiple Lot Owner shall be one-half (1/2) of the full annual assessment, so long as no activity has been undertaken to convert such additional Lot to an Improved Lot. For purposes of this Subsection 8.03(b), commencement of site preparation for construction of a Dwelling shall constitute activity undertaken to convert a Lot to an Improved Lot.

(ii) A Lot on which activity has been undertaken to convert to an Improved Lot does not qualify for the adjustment in annual assessment under Subsection 8.03(b)(i). For the year following the year in which the activity is commenced to convert such Lot to an Improved Lot, and thereafter, the annual assessment shall be the full annual assessment.

(c) (i) The annual assessment due for each Lot shall be set on January 1 of each calendar year, with the amount determined under Subsection 8.03(b)(i). The assessment is due whether or not the Owner receives notice.

(ii) If an Owner sells a Lot during the course of the year, it shall be the obligation of the Owner and the new owner to resolve between themselves their respective portions of the annual assessment for the year. Any assessment balance owing shall be due and payable by the new Owner to the Association.

(iii) Although a sale may result in an Owner becoming a Multiple Lot Owner, or a Multiple Lot Owner becoming a single lot Owner, there shall be no adjustment to the annual assessment for that Lot in the year of the sale.

(d) Notwithstanding anything to the contrary in this Article VIII, no assessment will be due for Lot H 87 so long as the Owner owns at least one additional Lot.

(e) The amount of the annual assessments on all Lots may be increased or decreased by the affirmative vote of at least sixty-one percent (61%) of the Members who are in attendance or represented by proxy at any annual or special meeting of the Association duly called for such purpose

8.04 Special Assessments for Improvements and Additions.

(a) In addition to the annual assessments authorized by Section 8.03 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five percent (75%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

(b) The per-Lot amount of Special Assessments shall be determined in accordance with the same procedure and proportions described in Section 8.03 hereof.

8.05 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way.

The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

(a) The grantee of a utility easement.

(b) All Common Properties as defined in Article I hereof.

8.06 Due Date of Annual Assessments.

(a) The assessments for each year shall become due and payable the first day of January of said year. However, the Board may authorize payments of the annual assessments to be made in equal installments on a semi-annual, quarterly, or monthly basis.

(b) The due date of any special assessment under Section 8.04 hereof shall be fixed in the resolution authorizing such assessment.

(c) The Board shall be authorized to charge a late fee to any Owner who fails to pay any assessment, annual or special, on or before the due date thereof.

8.07 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot thirty (30) days after the assessment becomes due and payable. The lien granted to the Association may be foreclosed as other liens in favor of contractual homeowners' associations in the State of Georgia. Notwithstanding the Association's right to charge a late fee pursuant to Section 8.06(c) hereof, the failure by an Owner to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association. **[Note: this Section 8.07 was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

8.08 Sale or Mortgage of Lot. Whenever any Lot may be sold or mortgaged by the Owner thereof, which sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any purchaser or Mortgagee may rely upon such statement in concluding the proposed purchase or Mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then proceeds of such purchase or mortgage shall be applied by the purchaser or Mortgagee first to payment of any then-delinquent assessment or installments thereof due to the Association before payment of any proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

ARTICLE IX

TRANSFER OF TITLE; RIGHTS OF HOLDERS OF MORTGAGES

9.01 Transfer of Title. In the event of a sale or transfer of any part of the title of any Lot to a third party, whether voluntary or involuntary, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information to identify the instrument(s) by which such purchaser or transferee acquired an interest in the Lot.

9.02 Notice of Mortgage. Any Owner may notify the Association of the existence of any Mortgage secured by any of the Owner's Lots, including the recording information pertinent to identify the Grantor and Grantee of such Mortgage. Any Mortgagee may also provide such information.

9.03 Subordination of Lien to First-Priority Mortgage. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot have a due date on or prior to the date such mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title in fee. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

9.04 Notice to Mortgagees of Extraordinary Events. The Association shall furnish written notice to all then current Mortgagees of which the Association has actual notice within fifteen days after the Association:

(a) By act or omission seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned, directly or indirectly, by the Association;

(b) By act or omission waives or abandons the plan of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Dwellings, the maintenance of the Common Properties or the upkeep thereof; or

(c) Uses hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Common Properties.

9.05 Notice of Default to First Mortgagees. If requested by a First Mortgagee, the Association shall notify each First Mortgagee of any default by the Mortgagor of a Lot in the performance of said Mortgagor's obligations under this Declaration which is not cured within sixty (60) days.

9.06 Examination of Books. Each Owner and each Mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.

ARTICLE X

OWNER COMPLAINTS AND GRIEVANCE PROCEDURE

10.01 Scope. The procedures set forth in this Article are intended as a mechanism for the Owners and the Association to reach a resolution of complaints by one or more Owners regarding the use or enjoyment of a Lot or the Common Properties, or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or of the Board.

10.02 Grievance Committee. In the event of a complaint by one or more Owners, there shall be established by the Board a Grievance Committee (referred to in this Article as the "Committee") to receive and consider all Owner complaints. The Committee shall be composed of the President of the Association, one non-Board member appointed by and serving at the pleasure of the Board, and one Owner selected by the Complainant(s).

10.03 Form of Complaint. All complaints by one or more Owners shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints shall be addressed to the President of the Association and sent in the manner provided in Section 13.03 for sending notices.

10.04 Hearing Before the Committee. Within twenty (20) business days of receipt of a complaint, the Committee shall convene a hearing. The complainant Owner(s) and the Association shall be entitled to legal representation at such hearing, each party to bear its own costs. The hearing shall be conducted before all members of the Committee and may be adjourned from time to time as the Committee in its discretion deems necessary or advisable. The Committee shall render its decision and notify the complainant Owner(s) and Association in writing of its decision and the reasons therefor within ten (10) business days of the final

adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) business days after notice of the decision, as provided for in Section 10.06, the decision shall be final and binding upon the complainant.

10.05 Questions of Law. Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

10.06 Arbitration. If either the complainant Owner(s) or the Association is not satisfied with the Committee's decision, and after exhausting the provisions of Section 10.04 above, either party may, within ten (10) business days after notice of the decision is sent as provided for in Section 10.04, submit the same to arbitration in accordance with the rules for arbitration adopted by the American Arbitration Association by filing with the other party(ies) a notice of intention to do so. The decision of the arbitrator shall be final and binding upon all parties.

10.07 Exclusive Remedy. The remedy contained herein shall be exclusive of any other remedy, and no Owner shall bring a complaint or suit against any other Owner, the Committee, the Association, the Board or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

10.08 Expenses. The Arbitrator may assess expenses of arbitration, including, without limitation, attorney and investigative fees, as he sees fit. Expenses assessed to the complainant Owner(s) shall be the sole responsibility of the Owner(s). Expenses assessed to the Committee or Association incident to such complaint, shall be deemed a Common Expense of the Association. **[Note: this Article X was revised pursuant to the First Amendment to the Amended and Restated Declaration of Covenants and Restrictions.]**

ARTICLE XI

REMEDIES ON DEFAULT

11.01 Scope. Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his family members, guests, tenants, invitees or agents.

11.02 Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest and expenses as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner.

11.03 Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall, in addition to the relief provided for in Section 11.02, be entitled (1) to charge and collect pre- and post-judgment interest upon the amount of the judgment (including any awarded expenses) at the highest rate allowed by law, and (2) to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorneys' fees.

11.04 Waiver. The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any part payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

11.05 Election of Remedies. All rights, remedies and privileges granted to the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE XII

EMINENT DOMAIN

12.01 Board's Authority. If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board is authorized and directed to proceed as follows:

(a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

(b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

(c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of

corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

12.02 Notice to Owners and Mortgagees. Each Owner and each First Mortgagee on the records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

12.03 Reimbursement of Expenses. The Board shall be reimbursed for all attorneys', engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, or an Owner, their respective legal representatives, heirs, successors and assigns, and shall be effective for a period of twenty (20) years following the Effective Date of the Original Declaration, and shall be thereafter automatically renewed for an unlimited number of twenty (20) year terms to continue unless and until such time as the Owners terminate the covenants of this Declaration pursuant to the Official Code of Georgia, Section 44-5-60(d)(2), as may be amended from time to time.

13.02 Amendments. Except as otherwise provided herein, this Declaration may be amended only in accordance with the following procedure:

(a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and, if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws.

(b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative sixty-seven percent (67%) vote of those Owners who are in attendance or represented at the meeting.

(c) An amendment adopted under Subsection (b) of this Section shall become effective upon its recording with the Recorder, and the President of the

Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

(d) The certificate referred to in Subsection (c) of this Section shall be in substantially the following form:

C E R T I F I C A T E

I, _____, do hereby certify that I am the Secretary of Lookout Highlands Homeowners' Association, Inc. and that the within amendment to the Declaration of Covenants and Restrictions of Lookout Highlands was duly adopted by the Owners of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 13.02 of said Declaration.

Witness my hand this ____ day of ____, ____.

Secretary
Lookout Highlands Homeowners'
Association, Inc.

13.03 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

To Board and/or Association:

Lookout Highlands Homeowners' Association
Post Office Box 1325
Trenton, Georgia 30752

The address for the Board, the Association, or any officer thereof may be changed by the Secretary or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new address or addresses.

13.04 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

13.05 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

13.06 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

13.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

13.08 Law Governing. This Declaration is made in the State of Georgia, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

13.09 Effective Date. This Declaration shall become effective upon its recording in the Office of the Clerk of Superior Court of Dade County, Georgia.

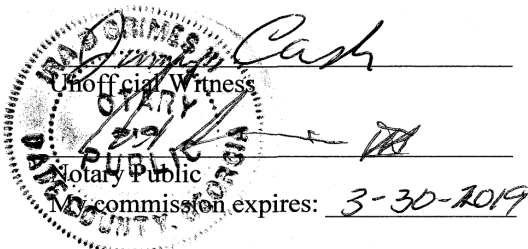
IN WITNESS WHEREOF, the Association has executed, by its duly authorized officers, this Amended and Restated Declaration on the date first above written.

LOOKOUT HIGHLANDS
HOMEOWNERS' ASSOCIATION, INC.



Robert Bodine
President

Signed sealed and delivered this
20th day of October, 2018



Official Witness
Notary Public
My commission expires: 3-30-2019

EXHIBIT "A"

Property Subject to the Declaration

I. Original Property Description

All that tract or parcel of land lying and being in parts of Land Lots 282, 283, 284, 285, 292, 295, 320, 321, and all of Land Lots 293 and 294 in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows.

Beginning at the intersection of the West right-of-way line of Georgia State Route 157 with the South line of Land Lot 295; thence from said point of beginning North 18 degrees 00 minutes 38 seconds East along the Westerly right-of-way of Highway 157 2,669.1 feet to a point; thence leaving said highway and going North 72 degrees 13 minutes 24 seconds West 3,800 feet to a point; thence North 49 degrees 44 minutes 39 seconds West 2,450 feet, more or less, to a point on the West bluff of Lookout Mountain; thence in a Southwesterly direction with the meanderings of the approximate bluff line of Lookout Mountain 6,050 feet, more or less, to a point on the bluff; thence leaving the bluff and going South 82 degrees 31 minutes 19 seconds East 4,195 feet, more or less, to a point on the South side of a dirt road; thence along the South side of said road 520 feet, more or less, to the East line of Land Lot 320; thence North along said Land Lot line 325 feet, more or less, to the Northeast corner of Land Lot 320 (said corner also being the Southwest corner of Land Lot 294); thence South 87 degrees 47 minutes 29 seconds East along the South line of Land Lot 294 and Land Lot 295 3,389.7 feet to the West right-of-way line of Georgia State Route 157 and the point of beginning.

EXCEPTION: A 10-acre tract in the Southeast corner of Land Lot 294 belonging to V. Everette.

Total acreage of the above-described land, excluding V. Everett's 10-acre tract, is 633 acres, more or less.

II. Property Added by First Supplement, recorded in Book 197, Page 689 on October 28, 1994

Phase I-A

All that tract or parcel of land lying and being in parts of Land Lots 320, 321, 292 and 328 in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows:

Beginning at the southeast corner of Land Lot 320, thence due north along the eastern boundary line of Land Lot 320 (said boundary line also being the western boundary line of Land Lot 319) for a distance of 2,200 feet, more or less, to a point 325 feet, more or less, from and South of the northeast corner of Land Lot 320; thence in a westerly direction 520 feet, more or less, along the south side of a dirt road to a point; thence leaving said dirt road and going North 82 degrees 31 minutes 19 seconds West for a distance of 4,195 feet, more or less, to a point on the western Bluff in Land Lot 292 (said measurements of 520 feet along dirt road and 4,195 feet North 82 degrees 31 minutes 19 seconds West are part of the south boundary lines of Phase I of the Lookout Highlands property as previously described); thence in a southwesterly direction with the meanderings of the approximate Bluff line for a distance of 300 feet, more or less, in Land Lot 292

to the south boundary line of Land Lot 292 (also being the north boundary line of Land Lot 321; thence in a southwardly direction with the meanderings of the approximate Bluff line for a distance of 2,800 feet, more or less, to the south boundary line of Land Lot 321 (also being the north boundary line of Land Lot 328); thence in an easterly direction with the meanderings of the approximate Bluff line in Land Lot 328 a distance of 1,600 feet, more or less, to a point being the southeast corner of Land Lot 321 and the southwest corner of Land Lot 320; thence in an easterly direction along the south boundary line of Land Lot 320 a distance of 2,600 feet, more or less, to the point of beginning. Total acreage of said Phase I-A is 244 acres, more or less.

III. Property Added by Second Supplement, recorded in Book 276, Page 359 on January 17, 2002

Phase II

All that tract or parcel of land lying north of Phase I and west of Georgia State Route 157, lying and being parts of Land Lots 246, 258, 259, 282, 283, 284, and 295 in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the West right-of-way line of Georgia State Route 157 with the East line of Land Lot 282 (also being the Northeast corner of Phase I); thence from said point of beginning South 1 degree, 31 minutes North along the East lines of Land Lots 282, 259 and 246 a distance of 5,100 feet, more or less, to the Northeast corner of Land Lot 246, thence North 88 degrees 53 minutes West along the North line of Land Lot 246 a distance of 2,450 feet, more or less, to the Northwest corner of Land Lot 246; thence South 1 degree 31 minutes West along the West line of Land Lot 246 a distance of 2,450 feet, more or less, to the Southwest corner of Land Lot 246; thence North 88 degrees 53 minutes West along the North line of Land Lot 258 a distance of 2,500 feet, more or less, to the Northwest corner of Land Lot 258; thence South 1 degree 31 minutes West along the West line of Land Lot 258 a distance of 2,200 feet, more or less, to the Southwest corner of Land Lot 258; thence North 88 degrees 53 minutes West along the North line of Land Lot 284 a distance of 1,250 feet, more or less, to a point on the bluff line which is the Northwest corner of Phase I; thence following the North lines of Phase I North 44 degrees 39 minutes West a distance of 2,450 feet, more or less, and North 72 degrees 13 minutes West for a distance of 3,800 feet, more or less, to the point of beginning.

Exception: A four (4) acre tract fronting on Georgia State Route 157 and being in Land Lot 282 conveyed to Southern Natural Gas Company by Deed dated August 13, 1985.

Total acreage of above-described land, excluding Southern National Gas Company's four-acre tract, is 665 acres, more or less.

IV. Property Added by Third Supplement, recorded in Book 280, Page 698 on April 10, 2002

All that tract or parcel of land lying and being in Original Land Lot 257 in the 11th District and

4th Section of Dade County, Georgia, being known and designated as Lot No. 7-A, Crook View Subdivision, as shown by plat recorded in Plat Book 10, page 59, in the Office of the Clerk of the Superior Court of Dade County, Georgia.

The above legal description taken from deed recorded in Book 273, Page 569 in the Office of the Clerk of the Superior Court of Dade County, Georgia.

V. Property Released and Excepted from the Covenants, Restrictions and Conditions of the Declaration by the Thirteenth Amendment to Declaration, recorded in Book 419, Page 588 on December 8, 2009

The following described property is released and excepted from the covenants, restrictions and conditions of this Declaration:

TRACT 1

All that tract or parcel of land lying and being in Original Land Lot Nos. 246, 258, 259, 282 & 283 in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows: BEGINNING at a rebar at the intersection of the east line of Land Lot No. 259 with the north right-of-way line of Georgia State Route No. 157, a public road with a right-of-way of 100 feet, thence along the east line of Land Lot No. 259, North 00 degrees 23 minutes 01 seconds East, a distance of 530.00 feet to a rebar; thence North 00 degrees 23 minutes 01 seconds East, a distance of 2047.83 feet to an angle iron at the northeast corner of Land Lot No. 259; thence along the east line of Land Lot No. 246 the following courses and distances: North 01 degrees 15 minutes 21 seconds East, 1049.82 feet to an angle iron; North 00 degrees 56 minutes 47 seconds East, 419.60 feet to an angle iron; North 01 degrees 15 minutes 21 seconds East, 1245.19 feet to an angle iron; North 01 degrees 11 minutes 58 seconds East, 160.28 feet to a 2 inch iron pipe in a rock pile at the northeast corner of Land Lot No. 249; thence leaving the east line of Land Lot No. 246 and running along the north line of Land Lot No. 246, North 87 degrees 49 minutes 47 seconds West, a distance of 1111.45 feet to a point approximately on the east brow line of Forester Gulch; thence leaving the north line of Land Lot No. 246 and running along the approximate east brow line of Forester Gulch the following courses and distances: South 39 degrees 38 minutes 13 seconds West, 171.14 feet; South 11 degrees 27 minutes 41 seconds West, 178.87 feet; South 17 degrees 08 minutes 20 seconds West, 251.30 feet; South 33 degrees 45 minutes 19 seconds West, 301.96 feet; South 44 degrees 25 minutes 46 seconds East, 64.32 feet; South 18 degrees 13 minutes 33 seconds West, 164.81 feet; South 77 degrees 23 minutes 06 seconds West, 139.29 feet; North 50 degrees 20 minutes 26 seconds West, 36.09 feet; South 61 degrees 12 minutes 36 seconds West, 82.68 feet; South 50 degrees 31 minutes 02 seconds West, 89.79 feet; South 17 degrees 06 minutes 23 seconds West, 119.89 feet; South 01 degrees 16 minutes 11 seconds East, 73.96 feet; South 34 degrees 23 minutes 55 seconds East, 154.99 feet; South 23 degrees 41 minutes 50 seconds East, 160.95 feet; South 05 degrees 32 minutes 05 seconds West, 116.87 feet; South 34 degrees 15 minutes 46 seconds East, 117.45 feet; South 32 degrees 48 minutes 40 seconds West, 152.87 feet; South 08 degrees 44 minutes 20 seconds West, 102.12 feet; South 43 degrees 11 minutes 00 seconds West, 125.31 feet; South 31 degrees 46 minutes 33 seconds West, 103.91 feet; South 27 degrees 23 minutes 04 seconds West, 170.89 feet; South 36 degrees 36 minutes 00 seconds West, 48.98 feet; South 47 degrees 01 minutes 03 seconds West, 146.40 feet; South 29 degrees 48 minutes 37 seconds West, 155.02 feet; South 08 degrees 35 minutes 06 seconds East, 79.40 feet; South 39 degrees 30 minutes 34 seconds East, 58.45 feet; South 39 degrees 03 minutes 13 seconds West, 93.76 feet; South 00 degrees 20 minutes 59 seconds

East, 91.51 feet; South 36 degrees 08 minutes 22 seconds West, 82.07 feet; South 09 degrees 50 minutes 11 seconds West, 68.70 feet; South 43 degrees 52 minutes 20 seconds West, 184.73 feet; South 46 degrees 45 minutes 55 seconds West, 197.92 feet; South 52 degrees 22 minutes 40 seconds West, 158.15 feet; South 68 degrees 01 minutes 32 seconds West, 70.10 feet; South 53 degrees 22 minutes 11 seconds West, 182.78 feet; South 13 degrees 39 minutes 03 seconds West, 26.97 feet; South 29 degrees 53 minutes 21 seconds East, 142.05 feet; South 14 degrees 09 minutes 55 seconds East, 579.58 feet to a rebar; thence leaving the approximate east brow line of Forester Gulch, South 69 degrees 30 minutes 04 seconds East, a distance of 350.00 feet to a rebar; thence South 29 degrees 17 minutes 40 seconds West, a distance of 430.00 feet to a point; thence South 29 degrees 17 minutes 40 seconds West, a distance of 300.00 feet to a point; thence South 29 degrees 17 minutes 40 seconds West, a distance of 300.00 feet to a point; thence South 29 degrees 17 minutes 39 seconds West, a distance of 42.88 feet to a rebar; thence South 74 degrees 24 minutes 49 seconds East, a distance of 309.35 feet to a; thence South 74 degrees 24 minutes 49 seconds East, a distance of 280.65 feet to a rebar; thence South 74 degrees 24 minutes 49 seconds East, a distance of 305.74 feet to a rebar; thence South 63 degrees 52 minutes 17 seconds East, a distance of 591.04 feet to a rebar; thence North 18 degrees 53 minutes 14 seconds East, a distance of 167.90 feet to a point on the west right-of-way line of Wolf Run, a public road with a right-of-way of 60 feet; thence South 67 degrees 50 minutes 51 seconds East, a distance of 60.00 feet to a point on the east right-of-way line of said Wolf Run; thence South 78 degrees 26 minutes 17 seconds East, a distance of 103.99 feet to a rebar; thence North 51 degrees 21 minutes 57 seconds East, a distance of 400.00 feet to a rebar; thence South 38 degrees 38 minutes 03 seconds East, a distance of 350.12 feet to a rebar; thence North 51 degrees 21 minutes 57 seconds East, a distance of 129.98 feet to a rebar; thence South 38 degrees 38 minutes 03 seconds East, a distance of 100.00 feet to a rebar on the north right-of-way line of afore said Georgia State Route No. 157; thence along the north right-of-way line of Georgia State Route No. 157, North 51 degrees 24 minutes 49 seconds East, a distance of 773.79 feet to the POINT OF BEGINNING

Said property contains 281.45 acres, more or less, and is more particularly shown on a Plat of Survey prepared by K.C. Campbell, GA. Registered Land Surveyor No. 2256, dated January 21, 2009, revised March 03, 2009 & August 21, 2009, job no. 0363-09, which is incorporated herein by reference.

Together with and subject to an easement crossing the Gulf Creek area and being more particularly described as follows: to find the point of beginning, start at the northeast corner of Land Lot No. 246; thence along the north line of Land Lot No. 246, North 87 degrees 49 minutes 47 seconds West, a distance of 111.45 feet to a point of intersection of the north line of Land Lot No. 246 and the approximate east brow of Forester Gulch and the POINT OF BEGINNING; thence leaving the north line of Land Lot No. 246 and running along the approximate east brow of Forester Gulch, South 39 degrees 38 minutes 13 seconds West, a distance of 105.39 feet to a point; thence leaving the approximate brow line of Forester Gulch, North 80 degrees 27 minutes 52 seconds West, a distance of 231.18 to a point on the approximate west brow line of Forester Gulch; thence along the west brow of Forester Gulch, North 39 degrees 38 minutes 13 seconds East, a distance of 68.05 feet to a point on the north line of Land Lot No. 246; thence leaving the approximate brow line of Forester Gulch and running along the north line of Land Lot No. 246, South 87 degrees 49 minutes 47 seconds East, a distance of 251.98 feet and the POINT OF BEGINNING.

Said easement contains 0.40 acres more or less and is more particularly shown on a Plat of Survey prepared by K.C. Campbell, GA. Registered Land Surveyor No. 2256, dated January 21, 2009,

revised March 03, 2009 & August 21, 2009, job no. 0363-09, which is incorporated herein by reference.

Together with and subject to further covenants, easements, and restrictions of record.

TRACT 2

All that tract or parcel of land lying and being in Original Land Lot Nos. 246, in the 11th District and 4th Section of Dade County, Georgia, and being more particularly described as follows: BEGINNING at a 2-inch iron pin in a rock pile at the northwest corner of Land Lot No. 246; thence along the north line of Land Lot No. 246, South 87 degrees 49 minutes 47 seconds East, a distance of 1218.16 feet to a point of intersection of the north line of Land Lot No. 246 and the approximate west brow line of Forester Gulch; thence leaving the north line of Land Lot No. 246 and continuing along the approximate west brow line of Forester Gulch the following courses and distances: South 39 degrees 38 minutes 13 seconds West, 68.05 feet; South 11 degrees 27 minutes 41 seconds West, 24.16 feet; South 53 degrees 34 minutes 41 seconds West, 134.97 feet; South 38 degrees 49 minutes 15 seconds West, 98.66 feet; South 86 degrees 00 minutes 15 seconds West, 46.87 feet; South 62 degrees 37 minutes 47 seconds West, 73.03 feet; South 32 degrees 08 minutes 07 seconds West, 60.84 feet; South 02 degrees 17 minutes 23 seconds East, 38.34 feet; South 14 degrees 04 minutes 26 seconds West, 103.51 feet; South 04 degrees 18 minutes 19 seconds West, 26.24 feet; South 31 degrees 31 minutes 34 seconds West, 71.15 feet; South 10 degrees 31 minutes 02 seconds West, 95.58 feet; South 07 degrees 11 minutes 10 seconds East, 83.74 feet; South 50 degrees 16 minutes 27 seconds East, 22.92 feet; South 09 degrees 09 minutes 07 seconds East, 24.60 feet; South 25 degrees 11 minutes 23 seconds West, 31.51 feet; South 22 degrees 16 minutes 50 seconds East, 40.70 feet; South 65 degrees 08 minutes 14 seconds East, 53.73 feet; North 85 degrees 58 minutes 26 seconds West, 44.45 feet; South 67 degrees 16 minutes 04 seconds West, 59.94 feet; South 88 degrees 08 minutes 52 seconds West, 30.69 feet; South 87 degrees 54 minutes 50 seconds West, 68.81 feet; South 29 degrees 28 minutes 06 seconds West, 36.30 feet; South 25 degrees 01 minutes 18 seconds West, 48.84 feet; South 68 degrees 57 minutes 27 seconds West, 68.39 feet; South 29 degrees 37 minutes 15 seconds West, 45.10 feet; South 70 degrees 06 minutes 00 seconds West, 46.54 feet; South 40 degrees 01 minutes 17 seconds West, 38.76 feet; South 09 degrees 28 minutes 25 seconds West, 55.22 feet; South 00 degrees 57 minutes 34 seconds West, 56.58 feet; South 21 degrees 59 minutes 52 seconds West, 57.39 feet; South 13 degrees 01 minutes 34 seconds West, 103.76 feet; South 32 degrees 42 minutes 49 seconds West, 39.07 feet; South 19 degrees 44 minutes 36 seconds West, 41.35 feet; South 06 degrees 23 minutes 29 seconds East, 29.77 feet; South 19 degrees 33 minutes 50 seconds West, 123.32 feet; South 05 degrees 02 minutes 54 seconds East, 32.64 feet; South 64 degrees 07 minutes 01 seconds West, 36.42 feet; South 64 degrees 44 minutes 02 seconds West, 54.07 feet; South 62 degrees 13 minutes 08 seconds West, 17.68 feet; North 82 degrees 44 minutes 50 seconds West, 59.88 feet; South 51 degrees 45 minutes 18 seconds West, 92.22 feet; South 51 degrees 37 minutes 00 seconds West, 64.05 feet; South 39 degrees 40 minutes 24 seconds West, 45.51 feet; South 67 degrees 51 minutes 05 seconds West, 33.18 feet; South 40 degrees 06 minutes 10 seconds West, 42.99 feet; South 01 degrees 28 minutes 11 seconds West, 45.84 feet; South 46 degrees 41 minutes 25 seconds West, 32.07 feet; North 84 degrees 44 minutes 43 seconds West, 18.38 feet to a point of intersection of the approximate brow line of Forester Gulch with the west line of Land Lot No. 246; thence leaving the approximate west brow line of Forester Gulch and running along the west line of Land Lot No. 246, North 01 degrees 50 minutes 50 seconds East, a distance of 1825.88 feet to the POINT OF BEGINNING.

Said property contains 27.59 acres, more or less, and is more particularly shown on a Plat of Survey prepared by K.C. Campbell, GA. Registered Land Surveyor No. 2256, dated January 21, 2009, revised March 03, 2009 & August 21, 2009, job no. 0363-09, which is incorporated herein by reference.

Together with and subject to an easement crossing the Gulf Creek area and being more particularly described as follows: to find the point of beginning, start at the northeast corner of Land Lot No. 246; thence along the north line of Land Lot No. 246, North 87 degrees 49 minutes 47 seconds West, a distance of 111.45 feet to a point of intersection of the north line of Land Lot No. 246 and the approximate east brow of Forester Gulch and the POINT OF BEGINNING; thence leaving the north line of Land Lot No. 246 and running along the approximate east brow of Forester Gulch, South 39 degrees 38 minutes 13 seconds West, a distance of 105.39 feet to a point; thence leaving the approximate brow line of Forester Gulch, North 80 degrees 27 minutes 52 seconds West, a distance of 231.18 to a point on the approximate west brow line of Forester Gulch; thence along the west brow of Forester Gulch, North 39 degrees 38 minutes 13 seconds East, a distance of 68.05 feet to a point on the north line of Land Lot No. 246; thence leaving the approximate brow line of Forester Gulch and running along the north line of Land Lot No. 246, South 87 degrees 49 minutes 47 seconds East, a distance of 251.98 feet and the POINT OF BEGINNING.

Said easement contains 0.40 acres more or less and is more particularly shown on a Plat of Survey prepared by K.C. Campbell, GA. Registered Land Surveyor No. 2256, dated January 21, 2009, revised March 03, 2009 & August 21, 2009, job no. 0363-09, which is incorporated herein by reference.

Together with and subject to further covenants, easements, and restrictions of record.

VI. Property Released and Excepted from the Covenants, Restrictions and Conditions of the Declaration by the Fifteenth Amendment to Declaration, recorded in Book 480, Page 143 on October 30, 2014

The following described properties are released and excepted from the covenants, restrictions and conditions of this Declaration:

TRACT ONE

The tract described as Tract One in the Fifteenth Amendment is Lot H-87, which was to be released from the Declaration on condition that it was conveyed by the Developer, Lookout Atlantis, Ltd., subject to restrictions set forth in the Amendment. When the Lot was sold by the Developer to the Association in December 2016, it was not conveyed subject to said restrictions, and, therefore, remains part of the Property and is subject to the Declaration.

TRACT TWO

That tract or parcel of land lying and being in Land Lot No. 258 in the 11th District and 4th Section of Dade County, Georgia, and being shown as a tract of land containing 1.06 acres on a plat of survey prepared by Campbell Surveying and Mapping, Inc., for Lookout Atlantis, LTD., and George E. McGee, III, under date of April 26, 2013, and described in accordance with said survey plat as follows: BEGINNING at a point on the North line of Land Lot No. 258 which is North 87 degrees 49 minutes 47 seconds West a distance of 542.25 feet from the Northeast corner of said Land Lot No. 258; thence in a generally Westerly direction with and along a line approximately

25 feet below the bluff line the following courses and distances: South 60 degrees 11 minutes 28 seconds West 25.72 feet; South 34 degrees 15 minutes 23 seconds West 69.12 feet; South 75 degrees 59 minutes 48 seconds West 76.04 feet; South 67 degrees 51 minutes 06 seconds West 61.79 feet; South 71 degrees 6 minutes 19 seconds West 55.63 feet; North 71 degrees 47 minutes 57 seconds West 43.06 feet; North 60 degrees 31 minutes 38 seconds West 25.93 feet; North 78 degrees 58 minutes 31 seconds West 78.66 feet; South 78 degrees 54 minutes 33 seconds West 44.47 feet; North 39 degrees 56 minutes 16 seconds West 67.11 feet; and North 9 degrees 43 minutes 54 seconds West 64.71 feet and to a point marking the intersection of said line approximately 25 feet below the bluff line and the North line of said Land Lot No. 258; thence run South 87 degrees 49 minutes 47 seconds East with and along the North line of said Land Lot No. 258 a distance of 483.55 feet and back to the point of beginning. The tract herein described is referred to as "Echo Point" on said plat of survey.

EXHIBIT “B”

Text of Bylaws of Lookout Highlands
Homeowner’s Association, Inc.

**[Note: The following text of Bylaws incorporates amendments
adopted by the Association.]**

**CONSOLIDATED TEXT OF BYLAWS FOR
LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION,
INC.
AS OF OCTOBER 20, 2018**

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BYLAWS FOR
LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME

The following provisions shall constitute the Bylaws of LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION, INC. (the "Bylaws"), a Georgia nonprofit corporation (the "Association") which shall, along with the provisions of the Declaration of Covenants and Restrictions for Lookout Highlands, as the same may be amended from time to time (the "Declaration") and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of LOOKOUT HIGHLANDS, a residential development (the "Development"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

ARTICLE II

OFFICES

The principal office of the Association shall be located at

Lookout Highlands Homeowners' Association, Inc.
340 Tatum Overlook Road
Cloudland, Georgia 30731

or at such other place either within or without the State of Georgia, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III

PURPOSES

The purposes of this Association shall be to provide for the establishment of an Owners' association for the government of the Development in the manner provided by the Declaration, these Bylaws and in its Charter (the "Charter"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Declaration, the Charter or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986 and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All Owners, their tenants and guests, or any other person on the Property shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws, as amended, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

ARTICLE IV

ASSOCIATION

4.01 **Membership.** Every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance in the Office of the Clerk of Superior Court of Dade County, Georgia. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 **Voting Rights.** Members who are not delinquent in the payment of their assessments shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01 and which is assessed a full annual assessment under the Declaration and a fractional vote for each Lot in which they hold the interest required for membership by Section 4.01 and which is assessed a fraction of the full annual assessment under the Declaration, such fractional vote being equivalent to the fraction of the full annual assessment; provided, however, on any vote to alter the fraction of the full annual assessment allocated to additional Lots of Multiple Lot Owners (as defined in the Declaration), Multiple Lot Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote or fractional vote, as appropriate, for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote or fractional vote, as appropriate, be cast with respect to any such Lot. When one or more co-owners signs a proxy or purports to vote for his co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

ARTICLE V

THE BOARD OF DIRECTORS

5.01 **Board of Directors.** Subject to Section 5.02 of this Article hereinbelow, the administration of the Property on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of seven natural persons of legal age, each of whom shall be an Owner or a member of the household of an Owner at all times during membership on the Board.

5.02 **Election.** At each annual meeting, subject to the provisions of Section 5.02 hereof, the Association shall elect those members of the Board as required under Section 5.01 who shall serve the terms set out in Section 5.03. At least thirty (30) days prior to any annual meeting of the Association, the Board shall elect from the Association a Nominating Committee of not less than two (2) Owners (none of whom shall be members of the Board) which shall recommend to the annual meeting one nominee for each position on the Board to be filled at that particular annual meeting. Nomination for a position on the Board may also be made by petition filed with the

Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by five (5) or more Owners and by the nominee named therein indicating his willingness to serve as a member of the Board, if elected.

5.03 Term. Members of the Board shall serve for a term of three (3) years. Members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

5.04 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President, the remaining Board members or the Manager. Any member of the Board may be removed from membership on the Board by the approval of sixty-seven percent (67%) of the votes of those Members of the Association who are in attendance or represented at any annual or special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a member, the disability of a member which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a member shall cease to be an Owner. Whenever there shall occur a vacancy on the Board for any reason, the remaining members shall elect a successor member to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

5.05 Compensation. The members of the Board shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.06 Powers and Authority of the Board. The Board shall have authority to promulgate written rules, regulations, resolutions, and policies to enforce the provisions of the Declaration and these Bylaws, and to manage the Common Properties through such Rules and Regulations as authorized in Article II, Section 2.04 of the Declaration. The contents of any rules, regulations, resolution, or policy affecting the Declaration, these Bylaws, and the management of the Common Properties shall be promptly reduced to writing and distributed to the Owners. Such rules, regulations, resolutions and policies shall be binding on all Owners from and after their effective date (or the date of enactment whichever is later in time) as fully as if they were made a part of the Declaration or these Bylaws. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

A. Water, sewer, garbage collection, electrical, telephone, gas and other necessary utility services for the Common Properties.

B. The services of a person or firm to manage its affairs (herein called "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or are furnished by the Manager. All persons employed to manage or assist in the management or maintenance of the Property shall be employed at the will of the Board; provided that a manager may be employed for successive periods not exceeding a three (3) year term in each period. The Board may delegate any of its duties, powers

or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.

C. The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

D. Legal and accounting services necessary or advisable in the operation of the Property and the enforcement of this Declaration, these Bylaws, and any Rules and Regulations made pursuant thereto.

E. Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

F. A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Board, Association and Owners as obligees, in an amount to be determined from time to time by the Board.

G. Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof.

H. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any Rules or Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Property or for the enforcement of the Declaration, these Bylaws, or the Rules and Regulations.

The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made a Common Expense. The provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper. **[Note: this Section 5.06 was revised pursuant to the First Amendment to Bylaws.]**

5.07 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Common Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Owners and as such shall manage, maintain and improve the Common Properties and also collect, conserve, allocate and expend money received from the Owners in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and the Rules and Regulations.

5.08 Meetings of the Board. Meetings of the Board shall be held at such places within or without the State of Georgia as the Board shall determine. Four (4) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present

shall be the act of the Board. Any or all members of the Board may participate and vote in a regular or special meeting or conduct the meeting through use of any means of communication by which all directors participating may simultaneously hear each other during the same meeting. A member of the Board participating by this means is deemed to be present in person at the meeting. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be, or which may be taken by the Board, may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

5.09 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any three Board members.

5.10 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof to each of the other Board members by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.11 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.12 Notice of Election. The Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.13 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

5.14 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, including without limitation an Architectural Review Committee, each committee to consist of two (2) or more Owners appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Owners to fill vacancies on Special Committees.

5.15 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

5.16 Limitation on Capital Additions, Etc.

A. The Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require an expenditure which, in the aggregate, exceeds Five Thousand Dollars (\$5,000.00) and not previously approved as replacement reserve expenses in an annual budget, without approval of a majority of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; however, the Board shall have the power to make any such repairs, structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association can be called and held.

B. The Association shall not offer for sale any Common Properties without the approval of seventy-five percent (75%) of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose. **[Note: this Section 5.16 was revised pursuant to the First Amendment to Bylaws.]**

5.17 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these Bylaws, or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI

THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

6.01 Quorum. The presence in person or by proxy at any meeting of the Association of thirty-three percent (33%) of the Owners of Lots subject to assessment under the Declaration, in response to notice to all Owners properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes which are represented at such meeting.

6.02 Annual Meeting. There shall be an annual meeting of the Association within sixty (60) days after the end of each fiscal year at such reasonable place as may be designated by

the Board. Not less than twenty-one (21) days prior to the date fixed for said meeting, notice of meeting shall be sent as set forth in Bylaws Section 8.03. At or prior to the annual meeting, the Board shall furnish to each Owner: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year and include proposed replacement reserve expenses for the coming fiscal year; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous fiscal year. The budget shall become effective when approved by a majority of the Members in attendance or represented by proxy at the annual meeting. Within twenty (20) days after the annual meeting, the budget statement shall be delivered to the Members who were not present at the annual meeting if not previously provided.

In the event the Board fails for any reason to determine the budget for the succeeding year, or the budget is not approved by the Members, then the budget in effect for the current year shall continue for the succeeding year. **[Note: this Section 6.02 was revised pursuant to the First Amendment to Bylaws.]**

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or by at least thirty-three percent (33%) of the Owners. Not less than seven (7) days prior to the date fixed for said meeting, notice of meeting shall be delivered as set forth in Section 8.03. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

6.04 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer.

Each officer shall be required to be an Owner, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be an Owner, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

A. President. The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees.

B. Vice-President. In the absence or inability of the President, the Vice-President shall perform the functions of the President.

C. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the

minute book wherein the resolutions shall be recorded.

D. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Owners or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their capacity as such; (iii) have no personal liability in tort to an Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Common Properties, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Owners on Behalf of All Owners. No suit shall be brought by one or more but less than all Owners on behalf of all Owners without approval of a majority of Owners and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Owners against other Owners, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Owners as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board, and shall be defended by the Board, and the Association and all Owners shall have no right to participate other than through the Board in such defense. If such suit involves a claim of such nature or amount deemed by the Association to have a potentially material impact on the financial condition of the Association, the Association shall request Owners of Lots which are then subject to a mortgage to notify their Mortgagees of the existence of the suit. Suits against one or more, but less than all Owners shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected and shall be defended by such Owners at their expense.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented at an annual meeting or special meeting; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in these Bylaws, and, if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in these Bylaws; and, further provided, however, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Georgia. Notwithstanding the foregoing, amendments to change the address of the principal office of the Association as stated in Article II and/or to change the address to which notices may be sent to the Board, the Association, or any officer thereof as stated in Section 8.03 may be made by the Board without the necessity of a vote by the Members of the Association. In the event of any such amendment by the Board to change the address of the principal office of the Association and/or the address to which notices may be sent to the Board, the Association, or any officer thereof, the Secretary shall send a copy of the amendment to each of the Owners within a reasonable time after the adoption of the amendment. Amendments to these Bylaws shall not be required to be recorded with the Recorder's office but must be kept on file with the Secretary and available to all Owners upon written request.

8.03 Notices. Any notice required to be sent to any Owner under the provisions of these Bylaws and any notice of assessment shall be deemed to have been properly sent, and notice thereby given, when sent electronically to the electronic-mail address the Owner has provided to the Association for receiving electronic information on the records of the Association at the time of such electronic transmission. If no electronic address has been provided, notice shall

be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known postal mailing address of the Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of postal mailing or e-mail address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Lookout Highlands Homeowners' Association, Inc.
Post Office Box 1325
Trenton, Georgia 30752

8.04 Conflict. In the event of any conflict between these Bylaws and the provisions of the Charter of Lookout Highlands Homeowners' Association, Inc. (the "Charter"), the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

8.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The Association, as the governing body for the Development, concurrently with the adoption of the Amended and Restated Declaration of Covenants and Restrictions, hereby adopts the foregoing Bylaws of the Association, this 20th day of October, 2018.

LOOKOUT HIGHLANDS
HOMEOWNERS' ASSOCIATION, INC.

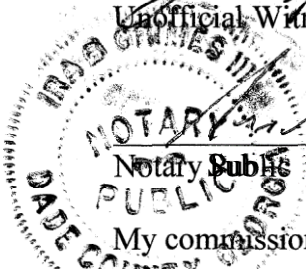
Robert Bodine

Robert Bodine
President

Signed, sealed and delivered this
20th day of October, 2018.

Jimmy Cash
Unofficial Witness

[Signature]
Notary Public
My commission expires: 3-30-2019



LOOKOUT HIGHLANDS HOMEOWNERS' ASSOCIATION, INC.

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

CERTIFICATION OF APPROVAL

The undersigned officers of Lookout Highlands Homeowners' Association, Inc. hereby swear or affirm under oath that the within and foregoing Amended and Restated Declaration of Covenants and Restrictions for Lookout Highlands was duly adopted by the agreement of the required majority of Owners on October 20, 2018, and that any required notices were properly given.

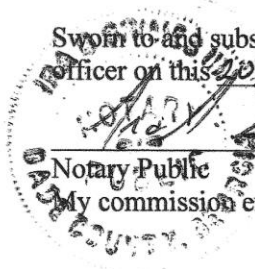
Robert Bodine

Robert Bodine,
President

Jimmy Cash

Unofficial Witness

Sworn to and subscribed before the undersigned
officer on this 20th day of October, 2018



Notary Public

My commission expires: 3-30-2019

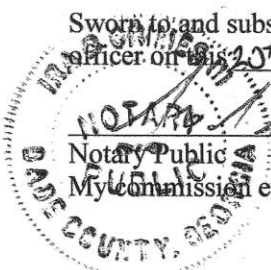
Marcy Williams

Marcy Williams
Secretary

Jimmy Cash

Unofficial Witness

Sworn to and subscribed before the undersigned
officer on this 20th day of October, 2018



Notary Public

My commission expires: 3-30-2019