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Stacy Arnold  
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Plat Recorded  
in Deed Book A-258  
Pg 1

Recorded  
Book 12-7 Page 554-566  
Date 11-13-00  
Geneva G. Stoney, Clerk

Clerk, Oglethorpe Superior Court:  
Please reference  
Deed Book 7-0, page 127-139  
Oglethorpe County Records

Return to: William Zachary, Jr.  
ZACHARY & SEGRAVES, P.A.  
1000 Commerce Dr.  
Decatur, GA 30030

STATE OF GEORGIA  
COUNTY OF OGLETHORPE

RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HAWK'S LANDING, PHASE II, OGLETHORPE COUNTY, GEORGIA  
OCTOBER 11, 2000

This Declaration is made and executed this the 11 day of October, 2000 by Hawk's Landing, Phase II, LLC, a Georgia limited liability company, the ("Declarant") and by Dykes Paving and Construction Co., Inc. (former owner and present owner of the common areas and amenities located on Hawk's Landing Phase I).

WITNESSETH

WHEREAS, the former owner, Dykes Paving and Construction Co., Inc. of: All that tract and parcel of land lying and being in 235 GMD of Oglethorpe County, as recorded in Plat Book 12, page 189 in the Clerk's office of Oglethorpe County, Georgia, and further reflected by metes and bounds in the Clerk's office at Deed Book A296, page 1, Oglethorpe County, Georgia, known as Hawk's Landing, Phase II, recorded certain declarations, covenants and restrictions in Deed Book 7-0 at page 127 - 139, filed on the 11th day of

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December, 1989 in the Superior Court of Oglethorpe County, Georgia (the "previous declarations"); and

WHEREAS, the Declarants herein are the owners of all of that tract of land heretofore described, lying and being in 235 GMD of Oglethorpe County, Georgia; and

WHEREAS, Declarants desire to restate the covenant's conditions and restrictions; and

WHEREAS, Declarants own all of the property described herein and no other person has any ownership rights or appurtenances to said above described land; and

WHEREAS, Hawk's Landing, Phase II, LLC is the developer of the property and desires to create its own residential community and incidental thereto provide for the possible future inclusion or construction and development of common facilities for the benefit of said community; and

WHEREAS, all of the Declarants desire to provide for the preservation of the value and amenities and for the maintenance of any such common facilities, service and property so developed and provided to the community, and to this end, Declarants desire to subject the property, together with such additional property as may hereinafter be made subject to this Declaration, to the covenants, restrictions, agreements, charges and liens hereinafter set forth, each and all of which is for the protection and benefit of the property and each and every owner of any and all parts thereof, and each of which shall inure to the benefit of and run with the property.

NOW THEREFORE, the previous declarations are stricken in their entirety and the Declarants declare that the property and such additions thereto as may hereinafter be made, is and shall be held transferred, sold conveyed, occupied and used subject to these

covenants, restrictions agreements, charges and liens hereinafter set forth. Each Grantee of any interest in any tract hereinafter made subject to this Declaration by acceptance of a deed or other conveyance of such interest, shall take subject to this Declaration and all terms and conditions thereof and shall be deemed to have assented to all of said terms and conditions.

1. Definitions.

Unless the context clearly requires otherwise, the following terms when used in this Declaration or any supplemental Declaration shall have the following meanings:

(1) "Association" shall mean the Hawk's Landing Property Owners Association, Inc., a Georgia Non-Profit Corporation.

(2) "Board" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall be the governing body of the Association.

(3) "By-Laws" shall mean the By-Laws of the Association, as the same may be hereinafter amended.

(4) "Property" shall mean that tract or parcel of land and all improvements thereon described as Hawk's Landing Subdivision, Phase II, in Exhibit "A" attached hereto and incorporated herein, which consists of approximately 351.15 acres, plus any additional property which may be added at a later date.

(5) "Tract" shall mean any plot of land shown as a numbered parcel on any final recorded plat or survey of the property.

(6) "Common Property" shall mean those tracts of land and any

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improvements thereon which from time to time may be deeded or leased to the Association by the Declarant and designated in said deed or lease as common property and intended by the Declarants to be devoted to the common use and enjoyment of the members.

(7) "Declarant" shall mean Hawk's Landing, Phase II, LLC, a Georgia limited liability company, together with those successors in title thereto who come to stand in the same relation to the property as it predecessor did, provided that such successor in title is designated in writing as successor in title to the rights of the Declarant hereunder.

**2. Membership and Voting Rights.**

(1) Every person or entity who is a beneficial owner as distinguished from a security owner, of any tract which is subject to this Declaration shall be a member of the Property Owners Association.

(2) Membership in the Association shall terminate upon such member ceasing to be a beneficial owner of a tract in the subdivision.

(3) Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. Any member shall have one vote for each lot or tract of which he is the beneficial owner.

(4) At membership meetings, all votes shall be cast in person or by proxy registered by the secretary of the Association.

**3. Easement and Enjoyment and Property.**

(1) Dykes Paving and Construction Co., Inc., owner of the common properties at Hawk's Landing, a separate tract lying Oglethorpe County, holds title to the common properties. Under the Declarations for said separate parcel known as Hawk's Landing, it retains legal title to the common properties until such time as the Association

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is able to maintain same. Dykes Paving and Construction Co., Inc. hereby declares that upon seventy-five percent (75%) of Phase II tracts being sold, said Association will be able to maintain the common properties and it will turn over control and deed the common areas to the Association for both Phase I and Phase II of Hawk's Landing.

(2) Dykes Paving and Construction co., Inc. hereby covenants that to the extent it shall convey any common properties to the Association, they shall be free and clear of all liens and encumbrances unless such encumbrances shall be accepted and approved by the Association pursuant to a three-fourths (3/4) majority vote of it members.

(3) The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period in which any assessment remains unpaid, and for any period not to extend sixty (60) days for any infraction of its published rules and regulations; and

(b) The right of the Association to dedicate or transfer any or all of the common properties to any public agency, authority or utility for such purposes and subject to any conditions as may be agreed by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast three-fourths (3/4) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the proposed agreement and acts thereunder is sent to every member at least thirty (30) days in advance of any action taken; and

(c) The right of the Association, as provided in its Articles and By-Laws,

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to publish and enact reasonable rules governing the use of the common properties.

**4. Maintenance Assessments.**

Each owner shall, by acceptance of deed, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all of the terms and provisions of this Declaration and to pay to the Association:

(1) Annual assessments or charges as determined by the Association for each tract, subject to such modification as may be required for the proper management and maintenance of all commonly held property; provided that no increase above fifty dollars (\$50.00) per years may be determined by the Board of Directors of the Association without three-fourths (3/4) of the voting members approving such increase.

(2) Special assessments or charges for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance or repair of common properties and capital improvements thereon and to repay the Association for any loan made to enable it to perform the duties and functions authorized herein, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes cast at a duly called meeting.

(3) When any member shall be in default of payment of assessments for a period of thirty (30) days from the date on which assessments become payable, he shall, for the purpose of voting, not be considered as a member in good standing. In addition, such member shall be dropped from the active list or placed on the inactive list. Such member shall not be reinstated until he has paid such assessments in full and until such time as he has been reinstated shall have no rights of any kind arising out of membership

in the Association.

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(4) In addition to the foregoing, if any member fails to pay his assessments as the same become due, on the failure of payment of such assessments after thirty (30) days written notice of such delinquency given by the Association to such member, amount of the assessment shall become a lien against such member's tract in favor of the Association and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of O.C.G.A. § 44-14-530 for the foreclosure and enforcement of liens; or in the event the Association shall not record a lien, it shall have the right to commence an in personam action against such member for the collection of the assessment in any Court of competent jurisdiction.

5. Architectural Control.

(1) The Architectural Control Committee shall be composed of James P. Dykes, Roddy Sturdivant and a member designated by Hawk's Landing Phase II, LLC. In the event of a death or resignation of a member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(2) No building shall be erected, placed or altered on any tract until the construction plans and specification and a plan showing location of the structure has been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony or external design with the existing structures and as to the location with respect to topography and finish grade elevation.

(3) Each dwelling shall have a minimum of 1,500 square feet of heated

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living area and shall include an attached garage.

(4) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with.

**6. Land Use and Building Type.**

Said tracts must be used for single family residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling constructed and maintained for the use and occupancy of a single family unit and private garage.

No tract may be subdivided, sold or leased in smaller parcels without the written approval of seventy-five percent (75%) of the owners of Hawk's Landing, Phase II. Garages, utility buildings or barns may be placed on a tract, provided prior approval is received from the Architectural Control Committee and no one occupies these buildings as living quarters.

**7. Building Setback.**

No dwelling or other building shall be constructed closer than seventy-five (75) feet to any street or road nor shall any dwelling or building be constructed with fifty (50) feet of any side boundary of a tract unless approved by the Architectural Control Committee.

**8. Water Supply.**

(1) All lots are required to be connected to the community water supply.

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(2) Upon purchase from the developer, a tap fee, meter deposit and two months estimated billing will be collected at closing which shall be in addition to any purchase price of the lot.

(3) Not later than closing, the Purchaser shall execute a written contract with the community water supplier, presently Northeast Georgia Water, Inc., or its successor.

9. Power and Heat.

All homes are required to be total electric. No dwelling's heat source shall be propane or fuel oil.

10. Septic Tanks.

No building for human occupancy shall be erected on any tract unless a standard septic tank is constructed and no septic tank shall be placed on any tract so as to permit any drainage into creeks or lakes adjacent to said subdivision and all septic tanks and drain line shall be approved by the Georgia State Public Health Department in writing.

11. Livestock.

No livestock, horses, swine or poultry shall be kept or maintained on any lot or tract.

12. Maintenance of Tracts.

Effective with the passing of title, any purchaser of a tract will assume responsibility for maintenance of the property. It will be the responsibility of the individual owner to maintain said tract in a neat and orderly fashion, to keep the grass cut and properly maintained. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste.

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13. Fences.

Fences and fencing materials must be approved by the Architectural Control Committee.

14. Trails and Trail Easements.

The trails as shown on the subdivision plat are designed to preserve the aesthetic integrity of the development; therefore, their use will be restricted to bicycling, hiking, jogging or horseback riding. No motor vehicles will be allowed on said trails unless in emergency situations. Motorcycles, minibikes, three wheel vehicles, go carts and any other motorized recreational vehicle are strictly prohibited from all trail and trail easements.

15. Recreation on Lakes, Tennis Courts, Clubhouse, Walking Trail and Other Common Areas.

(1) No fishing will be permitted in the recreation area lake except by rod and reel or pole, hook and line and no children under twelve shall be permitted to fish at any time unless accompanied by a parent or adult guardian.

(2) Swimming will not be permitted in the recreation area lake by children under twelve years of age unless accompanied by a parent or adult guardian.

(3) All beneficial owners of tracts shall have the privilege of operating electric propelled motor boats on the recreation area lake for personal purposes of fishing and recreation.

(4) Any guest must have a signed and dated pass or be accompanied property owner in good standing. The pass is good only for the single day dated and signed.

(5) Tennis courts are for lot owners and guests only on a first come basis

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unless otherwise reserved as provided by the written rules of the Property Owners Association.

(6) The Clubhouse is for lot owners, attendants, guests of developer, and guests of Dykes Paving and Construction Co., Inc. until the common areas are deeded to the Property Owners Association. Detailed written guidelines for Clubhouse use will be available to the Property Owners Association as prepared by Dykes Paving and Construction Co., Inc. Said policies may be changed from time to time, as needed, by Dykes Paving and Construction Co., Inc. until the common areas, including the clubhouse, is turned over and deeded to the Owners Association.

(7) All walking and riding trail easements are on private property and are defined on the master plat. Any use beyond that clearly shown on the plat constitutes trespassing.

**16. Discharge of Firearms.**

No firearms shall be discharged in said subdivision at any time on any tract that has been subdivided and recorded as subdivided in the Clerk's office of the Superior Court as subdivided lots. There is no prohibition to the owner, or any guests of the owner, hunting on property not yet subdivided into lots.

**17. Reservation of Easements.**

The Declarant, Hawk's Landing, Phase II, LLC, reserves the right to lay down, erect, construct, repair, maintain, enlarge, reset, install and connect power and telephone lines, recreation trails, water and gas pipes and mains, sewers and drains, at any time, in and upon the subdivision for the convenience of the purchasers of any tract and the owner in said subdivision and for such purposes the right of ingress and egress in and upon the property is fully reserved.

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**18. Violation.**

Should any beneficial owner of a tract in said subdivision, his heirs, administrators, executors or assigns violate or attempt to violate any of the above described covenants, it shall be lawful for any person or persons owning a tract in said subdivision to proceed at law or in equity against the person or persons violating or attempting to violate any of the within covenants for the purpose of preventing him, her or them from doing so and to recover damages fro such violation

Invalidation of any one of the foregoing covenants by judgment or any other Court decree shall in no wise affect any of the other provisions hereof all of which shall remain in full force and effect.

**19. Covenants Running with the Land.**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants were recorded.

**20. Amendment.**

These covenants may not be amended nor revoked except upon written approval of seventy five percent (75%) of the lot owners of Hawk's Lading, Phase II.

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IN WITNESS WHEREOF, the duly authorized officers of the Declarants have caused this instrument to be executed on the date and year first written.

HAWK'S LAND, PHASE II, LLC  
(OWNER)

BY: [Signature]  
Robby Sturdivant, General Manager

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Notary Public, Gwinnett County, Georgia  
My Commission Expires November 18, 2003

DYKES PAVING & CONSTRUCTION CO., INC.  
(OWNER OF COMMON AREAS, HAWK'S  
LANDING)

By: [Signature]  
James P. Dykes, President

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

Notary Public, Gwinnett County, Georgia  
My Commission Expires November 18, 2003

{CORPORATE SEAL}