

STATE OF GEORGIA

COUNTY OF COBB

Instructions to Clerk:

Cross-Reference to Deed Books set forth below
Index each signatory in Grantor Index

Index Hunter's Trace Homeowners Association, Inc. in Grantor
and Grantee Indexes

The Common Property (Exhibit "B" and all Lots are located in
Land Lots 826, 827, 830 and 831 of the 16th District of Cobb
County, Georgia

Cross Reference: Deed Book 2311, Page 466

Deed Book 4158, Page 377

Plat Book 77, Page 43

Plat Book 76, Page 61

Plat Book 102, Page 62

**RENEWED DECLARATION OF RESTRICTIVE COVENANTS
FOR HUNTER'S TRACE**

NOWACKHOWARD
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RENEWED DECLARATION OF RESTRICTIVE COVENANTS
FOR HUNTER'S TRACE

WHEREAS, Robert E. Settle, Inc. ("Declarant") developed the Hunter's Trace Subdivision located in Land Lots 826, 827, 830 and 831 of the 16th District, Cobb County, Georgia as shown on the plats recorded in Plat Book 77, Page 43, Plat Book 4158, Page 377 and Plat Book 102, Page 62 of the Cobb County land records (such plats being hereafter collectively referred to the "Hunter's Trace Subdivision Plats"); and

WHEREAS, Declarant filed that certain set of Declaration of Restrictive Covenants for Hunter's Trace Subdivision on February 9, 1981 in Deed Book 2311, Page 466 (the "Original Declaration"), to which all Lots in the Hunter's Trace subdivision were subjected; and

WHEREAS, the Declarant subsequently amended the Declaration by that certain Amendment recorded on October 14, 1986 in Deed Book 4158, Page 377 of the Cobb County land records, which Amendment established the Hunter's Trace Homeowners Association, Inc. (the "Association") for the purposes of enforcement of the restrictive covenants and maintenance of the common areas of the Association, and which Amendment further subjected all Lots in Hunter's Trace to a mandatory membership in the Association; and

WHEREAS, the Association is responsible for the maintenance and operation of the common areas of the Hunter's Trace Subdivision; and

WHEREAS, pursuant to Article II, Section 2.1 of the Original Declaration, the covenants and restrictions of the Declaration remained in effect for a period of twenty (20) years from the date of recording of the Original Declaration and would automatically expire thereafter, unless the owners of 2/3rds of the Lots in Hunter's Trace signed an agreement for renewal and extension of covenants and restrictions; and

WHEREAS, the covenants and restrictions of the Original Declaration, as amended, were not renewed and extended pursuant to Article II, Section 2.1, and thus expired twenty (20) years from the date of recording of the Original Declaration, or on February 9, 2001; and

WHEREAS, following the expiration of the Original Declaration and the covenants requiring mandatory membership in the Association, the Association has continued on through voluntary membership that fluctuates from year-to-year and the resulting change in revenue is adversely affecting the ability of the Association to discharge its duties; and

WHEREAS, the Board of Directors has determined it is in the best interest of the Association to reestablish mandatory membership in the Association and to renew the other protective covenants and

restrictions found in the Original Declaration, as amended, so as to maintain the character of the subdivision, uphold property values therein and to fund continued maintenance of the common areas; and

WHEREAS, the Board of Directors has proposed that Owners of Lots in Hunter's Trace consent to re-submit their Lots to the covenants and restrictions found in the Original Declaration, as amended, including the covenants for mandatory membership and obligation to pay assessments; and

WHEREAS, Lot Owners in Hunter's Trace Subdivision in Cobb County, Georgia, who have executed this Declaration, are the Owners of that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Renewed Declaration of Restrictive Covenants ("Declaration"), and do hereby subject their Lot and the Property to continuing Membership in the Hunter's Trace Homeowners Association, Inc. and authorize and direct the Board of Directors to subject the common area, as defined in the Declaration and described in Exhibit "B" as attached hereto and incorporated herein by this reference, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to approve this Declaration and membership in the Association on behalf of the Association; **WHEREAS**, the Lot Owners who have executed this Declaration do hereby consent, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a Member (as defined in the Declaration) of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to Membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Area (as defined in the Declaration) to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 3.12 of the Declaration.

NOW, THEREFORE, the undersigned officers of the Association, and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" and Exhibit "B" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion of the Property, his heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

ARTICLE I

Section 1.1. Review of Architectural Plans and Specifications by Association

Association is hereby granted the authority to approve or disapprove the building plans and specifications for any building or structure or for any exterior addition to, change in or alteration of any building or structure, erected and maintained upon any lot subject to this Declaration.

Before any residence, garage, carport, playhouse, outbuilding, fence, wall, or other structure, shall be commenced, erected or maintained upon any property subject to this Declaration, complete, final building plans and specifications, sufficient to secure a building permit in Cobb County, shall have been submitted to and approved in writing by the Board of Directors. Two copies of all such plans and specifications shall be furnished to Association, with one copy to be retained by Association for its records, and such plans and specifications shall include the following information:

- (1) Nature, kind and shape of structure;
- (2) Type of materials;
- (3) Finishes and colors of all exterior surfaces, including roof coverings;
- (4) Location on lot and floor plans;
- (5) Front, side and rear elevations;
- (6) Location of drives and parking areas; and
- (7) Name of builder;

The purpose of this section, in providing the Board with the authority to approve or disapprove plans and specifications for all structures constructed on the lots in Hunter's Trace, is to maintain the value of lots in Hunter's Trace and to protect the Association against a diminution of such value resulting from the construction of a residence or other structure incompatible with the property development of Hunter's Trace. Refusal of approval of such plans and specifications shall be in the sole discretion of the Board and shall be based upon the following factors:

- (1) Harmony of exterior design with the existing or proposed structures erected on the lots of Hunter's Trace.
- (2) General quality in comparison with the existing standards of structures erected on the lots of Hunter's Trace.
- (3) Location in relation to surrounding structures, notwithstanding location within the setback lines as provided in Section 1.3 of this Article;
- (4) Location in relation to topography; and
- (5) Aesthetic considerations.

The Board shall act with all reasonable promptness upon receipt of plans and specifications submitted in accordance with this section to approve or disapprove such plans and specifications. If Board shall fail to approve or disapprove such plans and specifications within thirty (30) days after written demand for the approval of such plans and specifications has been received by the Board, then Board shall be deemed to have approved such plans and specifications; provided, however that all other conditions and restrictions of this Article I shall remain in full force and effect. Neither the Board nor the Association shall be liable in damages to anyone submitting plans or specifications for approval under this section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications to the Board for approval, by submission of such plans and specifications, and every Owner of any Lot, releases and agrees to hold harmless the Board and the Association from any such alleged damage.

Section 1.2.

Construction of Residences and Other Structures

(a) There shall be a certain minimum area of square feet of total living space ("total living space" as defined herein to be an area exclusive of garages, carports, porches, terraces, bulk storage areas, attics and basements) on the ground elevations of the residences located on each lot as follows:

- (i) A one-story or split level residence shall cover an area of not less than 1800 square feet of total living space on the ground elevation.
- (ii) A one and one-half story residence shall contain an area of not less than 1900 square feet of total living space on the two elevations of such residence, and the ground elevation shall cover an area of not less than 1000 square feet.
- (i) A two-story residence shall contain not less than 2000 square feet of total living space on the two elevations of such residence, and the ground elevation shall cover an area of not less than 1000 square feet.

(b) No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any lot at any time with the exception of:

- (i) Temporary buildings, trailers or mobile units used for construction purposes during the construction period of a residence on such lot; or
- (ii) A temporary real estate sales office maintained by Declarant or Declarant's designated agent for the sale of lots or homes;

(c) Detached buildings of a permanent nature may be placed on a lot to be used for the following purposes:

- (i) A garage for not more than three (3) automobiles;
- (ii) A building for servants' quarters, guest quarters, or children's quarters;
- (iii) A playhouse or other enclosed building for recreational purposes;
- (iv) A greenhouse;
- (v) A doghouse, pursuant to subsection (g) of this section; or
- (vi) A tool shed.

Such buildings shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the residence. With the exception of buildings used for garages that are part of a residence, detached buildings placed on any lot shall be located only behind the residence as such residence fronts on a street of Hunter's Trace. Such detached buildings shall also be located within such side and rear set back lines as may be specified on the recorded plat of Hunter's Trace and as required under Section 1.3 of this Article. The Board shall have the right to approve or disapprove the plans and specifications for any detached building to be erected on any lot, and such building may not be erected until complete final plans and specifications for detached buildings shall have been submitted to and approved by the Board in accordance with the provisions of Section 1.1 of this Article. Any detached building shall be constructed concurrently with or subsequent to the construction of the residence on the lot.

(d) The exterior of all residences and detached buildings shall be completed within six months after the construction of same shall have been commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, floods, lighting, earthquakes or other casualties; and notwithstanding the foregoing provision, the exterior of all residences and detached buildings shall be completed within one year after the construction of such residence or detached building shall have been commenced.

(e) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any residence or structure constructed or placed on any lot.

(f) No lot shall be used or maintained as a dumping ground for rubbish, and containers for garbage or other refuse placed on any lot shall be located only behind a residence as such residence fronts on a street of Hunter's Trace so as not to be visible from said street except for those times designed

by governmental authorities when such containers are to be placed on said street for collection. Such containers shall be underground or in screened sanitary enclosures, shall be closed at all times, and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be permitted on any lot, and the location of any garbage area must be approved in writing by the Board pursuant to the provisions of Section 1.1 of this Article.

(g) No stable, poultry house or yard, rabbit hut or other similar yard structure, with the exception of a dog-house, shall be constructed or allowed to remain on any lot. Any structure to be used for the purpose of a doghouse shall be erected and located on a lot in accordance with the provisions of subsection (c) of this section.

(h) Construction of model homes is expressly permitted, provided, however, such structures conform to the restrictions and requirements of this Declaration.

Section 1.3. Location of Buildings and Structures

(a) No residence shall be located:

- (i) Closer to the front on any lot in Hunter's Trace than the building set back line shown or specified on the recorded plat of Hunter's Trace.
- (ii) Closer than 25 feet to any rear lot line, provided that detached buildings, except for tool sheds, may be located not closer than 15 feet from any rear lot line and tool sheds may be located not closer than 5 feet from any rear lot line.
- (iii) Closer than 10 feet to any side lot line, except for corner lots fronting on two streets as hereinafter described by this subsection.

With respect to corner lots fronting on two streets, the building set-back lines from the street right-of-way lines for all structures erected on such lots shall be those set back lines shown or specified on the recorded plat of Hunter's Trace, and no structure on any corner lot shall be erected closer than ten (10) feet to any side lot line which also constitutes a boundary line of another lot or, except for detached buildings, closer than 35 feet to any rear lot line. Detached buildings on such corner lots shall be located in relation to rear lot lines pursuant to the provisions of Section 1.3 (a) (ii) above. For purposes of this covenant, the set-back lines herein specified shall not apply to eaves, steps and open porches of this subsection shall not apply to mailboxes, hedges, vegetation or ornamental trees; provided however, that no fence, structure or planting shall be maintained within twenty (20) feet of any street intersection.

The provisions of this covenant may be varied by the Board, by reducing the setbacks herein specified up to one-half (1/2) of the distance stated in order to permit construction on a lot which otherwise would not be feasible. For the purpose of this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot.

(b) Notwithstanding the provisions of subsection (a) of this section, privacy walls may be constructed along the side and rear lot lines of a lot in Hunter's Trace provided that:

- (i) Such walls shall not be in violation of the provisions of subsection (c) of this section;
- (ii) Such walls shall not exceed 8 feet in height; and
- (iii) The plans and specifications for the erection of such walls have been submitted to and approved by the Board pursuant to the provisions of Section 1.1 of this Article.

(c) No house, garage, carport, playhouse, outbuilding, fence, wall or any other above-ground structure nor any shrubbery, flowers or other vegetation which obstructs horizontal site lines at elevations between two and six feet above the street shall be erected, placed, planted, or permitted to remain on any portion of any corner lot within any triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. In the case of any rounded corner, the twenty-five (25) feet shall be measured from the point formed by the intersection of the street, if extended to form an angle instead of a curve. The same site line limitations shall apply to that area of every lot within the ten-foot radius emanating from the intersection of any boundary line of any lot with the edge of a driveway pavement. Trees may be planted and maintained at a sufficient height to prevent obstruction of such site lines.

Section 1.4. Additional Requirements with Respect to Structures Maintained on Lots

(a) No outside clothesline shall be permitted on any lot.
(b) No sign of any kind shall be erected or maintained on any lot with the exception of a professional lettered sign of a building, realtor, owner or Declarant advertising such lot or the residence on such lot and lot for sale; provided, however, that any such sign shall be in compliance with the following requirements:

- (i) No sign shall be more than twenty-four inches by thirty inches in size;
- (ii) No more than two signs shall be placed on any lot at the same time.
- (iii) Any and all signs shall be mounted and/or affixed in a single location separate from the residence and separate from any other structure, such as a garage, fence, retaining wall or shed located on the lot; and
- (iv) No sign shall be attached to any tree or shrubbery.

Notwithstanding the provisions of this subsection, Declarant's right to use such signs as shall be reasonably necessary to promote the sale of lots or homes in Hunter's Trace shall be permitted.

(c) Only one mailbox shall be located on any lot, shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the neighborhood as well as the residence to which it belongs.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any lot except for purposes of construction of a residence or detached building on such lot, nor shall any such building materials or devices be stored on any lot for longer than the length of time reasonably necessary for the construction in which the materials or devices are to be used.

(e) No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any lot.

(f) Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles or other vehicles, including, without limitation, boats and campers, and no owner shall park his automobile, boat, or other vehicle on the streets of Hunter's Trace as a matter of course. In addition, no trucks and no commercial type vehicles shall be stored on any lot except while parked in a closed garage.

Section 1.5. Use of Lots

(a) Owners and residents of Hunter's Trace shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort or annoyance to owners and residents of other property subject to this Declaration.

(b) No animal or bird except one of a kind which is customarily kept as an outside domestic pet shall be kept on any lot, and no more than two outside domestic pets may be kept on any lot. No

pet shall be kept for commercial or breeding purposes, and every pet shall be on a leash at all times when outside a residence or other building or enclosed fence area.

(c) The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly or disassembly of motor vehicles, and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in the front yard of any lot or in any driveway, garage, carport or other place where such activity is visible from any street.

(d) No residence or detached building on any lot shall be used other than as a one-family dwelling, and no portion of a residence or a detached building on any lot may be used for rental purposes. No trailer, camper, structure of temporary character, tent or garage on any lot shall be used at any time as a residence either temporarily or permanently.

Section 1.6. Maintenance of Lots

(a) Before any residence may be occupied in Hunter's Trace, such residence must be finished on the exterior, and the driveway of such residence must be paved. In addition, the yard area of such lot visible from any street must be cleared and all building materials and devices used for the construction of such residence must be removed from such lot pursuant to the provisions of subsection (d) of Section 1.4 of this Article.

(b) No owner of any lot shall maintain the grounds of such lot, whether vacant or occupied, in other than a neat and attractive condition. No unclean, unsightly, or unkept condition of building or grounds on any lot shall be permitted where such conditions shall tend to decrease the aesthetic standards of the neighborhood as a whole or the aesthetic standards of the specific area in which such lot is located.

(c) Upon the failure of any owner to maintain his lot, whether vacant or occupied, in a neat and attractive condition, the Board may after a ten (10) day notice to such owner enter upon such lot and have the grass, weeds and other vegetation cut and the trees, shrubs and other plants removed therefrom when, and as often as, the same is necessary in the judgment of the Board in order to maintain the aesthetic standards of the neighborhood as a whole or the specific area in which such lots is located. In the event that it is necessary to enter upon such lot pursuant to this subsection:

- (i) The owner of such lot shall be personally liable to the Association for the cost of any cutting, clearing and maintenance described above;
- (ii) Liability for the amounts expended for such cutting, clearing and maintenance shall be a permanent charge upon and lien upon such lot, enforceable by the Association by any proceeding at law or in equity;
- (iii) All costs incurred by the Association shall be reasonable; and
- (iv) Entry by the Board and/or its agents for the purpose of performing the work required under this subsection shall only be between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

(d) Unless located within ten (10) feet of a residence or detached building or within ten (10) feet of an approved site for such residence or building, no trees, shrubs, bushes or other vegetation having a trunk diameter of six inches or more at a point of two (2) feet above ground level shall be cut,

destroyed, or mutilated. This subsection may be waived only upon the express prior written permission of The Board. Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the owner thereof.

Section 1.7. Governmental Regulations

All governmental building codes, health regulations, zoning restrictions and other governmental regulations applicable to the property now or hereafter made subject to this Declaration shall be observed. In the event of any inconsistency between the provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

ARTICLE II

Section 2.1. Duration

The covenants and restrictions of this Declaration shall run with and bind the Property in accordance with O.C.G.A § 44-5-60(d).

Section 2.3. Amendment

The covenants and restrictions of this Declaration may be amended at any time and from time to time by an agreement signed by the fee title owners of at least three-fourths of the lots in Hunter's Trace. The right to amend these restrictions shall be exercised reasonably, and no such amendment shall become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Cobb County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this section.

Section 2.4. Notices

Any notice required to be sent to any owner of a lot in Hunter's Trace pursuant to any provision of this Declaration shall be served by depositing such notice in the mails, post-paid, regular mail, addressed to the owner for whom it is intended at his last known place of residence, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 2.5. Enforcement

Enforcement of the covenants and restrictions contained in this Declaration and of any other provision hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any of said covenants, restrictions or provisions. Such proceeding may be maintained to restrain violations of said covenants and restrictions, to enforce personal liability to recover damages for the violation of said covenants and restrictions, or to enforce any lien or charge arising by virtue of such violation.

In the event that any cost is incurred by the Association or by the owner of property in Hunter's Trace in order to prevent the continuing violation on any lot of the covenants and restrictions of this Declaration, the owner of such lot shall be personally liable to the Association or such other property owner for the costs of preventing such violation, and the liability for such costs expended shall be a permanent charge upon and lien upon such lot, enforceable by the Association or by such other property owner by any appropriate proceeding at law or in equity. All costs incurred by the Association or by such other property owner on behalf of such lot owner whose lot is in violation of these covenants and restrictions shall be reasonable, and entry for the purpose of performing the work required to prevent such violation shall only be between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

The failure of the Association, acting through the Board, or any owner of property in Hunter's Trace to enforce any of the covenants and restrictions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.6. Severability

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid. If any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provision of this Declaration are declared to be severable.

Section 2.7. Captions

The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

Section 2.8. Gender

The masculine gender shall be construed to include the female or male gender where the context so requires.

Section 2.9. Definitions

Unless the context otherwise requires, whenever used in this Declaration:

- (a) "Association" means the Hunter's Trace Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (b) "Board" or "Board of Directors" means the elected body responsible for management and operation of the Association.
- (c) "Common Area" means any and all property owned, maintained or operated by the Association as described in Exhibit B attached hereto and incorporated herein by reference and/or any and all easements in favor of the Association for the common benefit of the Lot Owners, including, but not limited to, signage, shrubbery and landscaping.
- (d) "Declarant" shall include the authorized agents, successors or assigns of Declarant, but shall not include lot owners of Hunter's Trace.
- (e) "Person" shall include an individual, a corporation, partnership, association, trustee or other legal entity.
- (f) "Lot" shall mean any plot of land subject to this Declaration shown as a numbered parcel on the aforementioned plat of survey of Hunter's Trace or on any plat of survey hereinafter recorded.
- (g) "Lot Owner" shall include any individual or individuals or any legal entity in which title to any real property subject to this Declaration is vested.

ARTICLE III

Section 3.1. The Hunter's Trace Homeowner's Association, Inc.

There is hereby created an association of the homeowners to be named The Hunter's Trace Homeowner's Association, Inc., and incorporated under such name as soon as practicable for the purposes of maintaining these restrictive covenants and maintenance of exterior "common" areas, including the front entrance and recreation lot #98, and directing such maintenance activities as

landscaping, fencing and maintaining signs and structures. Every person who is the record owner of a fee or undivided fee interest in any Lot shall be a member of the association, excluding persons or entities which hold such interest under a mortgage.

Section 3.2. Voting

Each such fee simple owner or undivided interest in any lot shall be entitled to a vote, which is one vote per household. In the event of equal joint ownership, and the joint owners disagree on an issue, their divided vote shall not be counted on that particular issue.

Section 3.3. Annual Dues.

The dues for membership in the Association shall be one hundred and sixty dollars (\$160.00) dollars per year per household payable annually. These funds shall be deposited in a Common Expense Fund, an interest bearing account having the name of the Association, and shall be used to cover the following expenses:

- (a) All expenses in connection with maintenance and repair of all common areas and for architectural control;
- (b) Printing, mailing and other expenses related to the conduct of the Association;
- (c) The establishment and maintenance of a reasonable operating reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid dues, or liens, or emergency expenditures in connection with maintenance and repairs.
- (d) For special projects, such as social functions upon a vote of 75% of the homeowners at a meeting called for such purpose when the projected costs exceed \$500.00.

The annual dues shall be based on the calendar year and shall begin as to each household when the Association is created, and upon the sale of any lot, the dues shall be prorated to the day closest to the beginning of a month when the conveyance occurs.

The amount of the annual dues may be changed by a vote of 75% of the members of the Association at the regular annual meeting.

Section 3.4. Effect on Nonpayment of Annual Dues.

Dues are due on January 1 of each year and delinquent if not paid by January 31. The annual dues together with interest at the legal rate and the costs of collection thereof, shall be a charge on and a continuing lien upon the lot and property when a notice claiming a lien has been recorded by the Association, but no lien shall be recorded until the dues remain unpaid for at least ten (10) days after they become delinquent. Such lien shall also secure any such dues amounts as may become due until the lien is satisfied. Each owner or joint owner, as the case may be, shall be liable for his successor in title shall be jointly and severally liable for such portion as may be due and payable at the time of a conveyance. The purchaser of any lot and property at a judicial, sheriff, or foreclosure sale shall be liable only for dues due after the date of such sale.

Section 3.5. Remedies of the Association for Nonpayment Dues.

If the dues are not paid on January 31, written notice shall be sent to the property owners. If not paid within ten (10) days of January 31, the overdue amount will bear interest at the rate of 12% per year from January 1, and the Association may bring an action at law against the owner personally obligated to pay the same or file a lien against such owners' property in which event, interest, costs and reasonable attorney's fees shall be added to the amount due. Each owner vests in the Association the right and power to bring all actions against him personally for the collection of this amount as a debt and to file a lien in the same manner as liens for the improvement of real property. This lien shall be in favor of the Association and shall be for the benefit of all other owners.

Section 3.6. Priority of Lien.

The lien provided for in this Article shall be prior and superior to all other liens except liens of a) ad valorem taxes and b) a pre-existing mortgage.

Section 3.7.

Association Meetings.

At the first meeting and at the annual meeting, a quorum shall consist of 50% of the members present in person or by proxy. Annual meetings shall be held during January of each year; and special meetings which may be called by the Board or by more than 50% of the members may be called from time to time. Notice of all meetings shall be in writing and with a minimum of two (2) weeks' notice. Absentee votes may be cast in writing and signed by the voting member for one specific matter or issue. If the required quorum is not present at any meeting, a subsequent meeting may be held within sixty (60) days, upon notice, and 35% of the votes of the Association present in person or by proxy shall constitute a quorum. If the required quorum is not present at the second meeting, a third meeting may be held within sixty (60) days of the second meeting, and upon notice, 15% of the votes of the Association, present in person or by proxy, shall constitute a quorum.

Section 3.8.

Officers.

The officers of the Association shall be a President, Vice-President, Treasurer, and Secretary all of whom shall be members of the Board of Directors. The Officers shall be elected by the Board of Directors at the first meeting of the Board following the annual meeting. The President will be the chief executive officer and shall have general supervision, and powers of management. He or she will preside over all meeting and have the authority to execute all reasonable and necessary documents in furtherance of these duties and responsibilities. In the absence of the President, the Vice-President shall have the powers and duties of the President. He or she will further assist the President administratively. The Treasurer shall be in charge of and have custody of all funds and financial records of the Association, receive and give receipt for money due and disbursements and keep adequate and correct accounts therefor. He or she will give an annual report of the Association financial affairs at each annual meeting.

Section 3.9.

Limitations of Liability.

No officer or director of the Association shall be liable to any owner for injury or damage caused by such officer or director in the performance of his or her duties unless due to willful misfeasance.

Each officer and director will be indemnified by the owners against all expenses and liabilities, including reasonable attorney's fees by reason of his or her being or having been an officer or director, whether or not an officer or director at the time such expenses are incurred.

Section 3.10.

Board of Director Elections; Succession of Directors.

There shall be three (3) members of the Board of Directors. The Board will be elected at the annual meeting each year. The terms of office will be for one (1) year, but any Director may serve more than one (1) consecutive term. Any homeowner in good standing shall be eligible to be a Director. If, for any reason, a Director cannot serve or continue to serve in that capacity, a special meeting will be called to elect one to serve the balance of that Directors' unexpired term.

Section 3.11. Preambles, Location, Property Description, and Plats.

The Property subject to this Declaration is located in Land Lots 826, 827, 830 and 831 of the 16th District of Cobb County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "B" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. For purposes of property description and submission of the Owner Lots set forth herein only, the Hunter's Trace Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein. However, this Declaration shall not be limited by the Hunter's Trace Subdivision Plats and in case of any conflict between this Declaration and the Hunter's Trace Subdivision Plats, this Declaration shall control. The preambles to this Declaration are incorporated herein by this reference.

The Common Area owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

Section 3.13.

Effective Date.

This Declaration shall not be effective until and unless:

- (a) at least sixty-five (65) Lot Owners have executed this Declaration; and
- (b) this Declaration and the signature pages attached hereto have been recorded in the Cobb County, Georgia land records; and
- (c) two (2) Association officers have executed the final page hereof certifying that, to the best of their knowledge, the minimum number of signatures to this Declaration have been obtained.

Submission of additional Lots may be accomplished by the recording of a consent form at any time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "D" and incorporated herein by this reference.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Renewed Declaration of Restrictive Covenants for Hunter's Trace Subdivision and certify that, to the best of their knowledge, the minimum number of required signatures to this Declaration have been obtained and any required notices were duly given.

This 5 day of JULY, 2017.

HUNTER'S TRACE HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

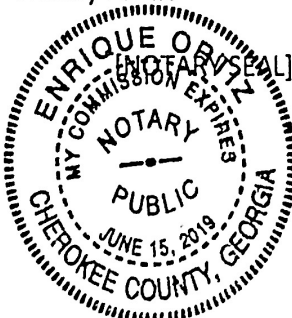
Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 5 day
of July, 2017.

[Signature]
Witness

[Signature]
Notary Public



[SIGNATURES CONTINUED ON FOLLOWING PAGE]