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RETURN TO:
2006-04-30
TALLEY, FRENCH & KENDALL, P.C.
1892 GA. HWY. 138, S.E.
CONYERS, GEORGIA 30013

Please return to:
Evergreen Land & Properties, LLC
2107 Embury Street
Covington, GA 30014

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

This Declaration of Covenants, Restrictions and Easements is made this 21st day of April, 2006, by Evergreen Land & Properties, LLC, a Georgia Limited Liability Corporation (hereinafter referred to as "Declarant"). *RW*

Royal
Lake
Estates

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property located in Rockdale County, Georgia and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant intends to impose upon the Property described herein mutually beneficial restrictions for the benefit of all owners of property within such development. Declarant further desires to provide for reasonable procedures for the overall development of said Property (as hereinafter defined) and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property (as hereinafter defined) which will be subject to this Declaration; and

WHEREAS, Declarant has caused or will cause the Association (as hereinafter defined) to be formed as a non-profit organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined); and

WHEREAS, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in the above described properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and to the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the meanings assigned to them below, unless the context requires otherwise or unless otherwise defined in the Act:

Section 1. Areas of Common Responsibility. "Areas of Common Responsibility" shall mean and refer to (i) the Common Area (ii) those areas, if any, which may by contract become the responsibility of the Association (as hereinafter defined), (iii) any entry signs or other signs and related facilities, including, but not limited to underground irrigation systems and lighting serving said entry signs, and (iv) any

landscaped medians or islands and related facilities, including but not limited to underground irrigation systems serving such landscaped areas.

Section 2. Association. "Association" means the non-profit, non-stock membership corporation to be organized under the Georgia Non-Profit Corporation Code and having the name Royal Lake Estates (or some other similar, available name), its successors and assigns.

Section 3. Board. "Board" means the Board of Directors of the Association. The Board shall manage and control the affairs of the Association. There shall be three (3) Directors and the method of election of Directors to the Board shall be as set forth in this Declaration and in the By-laws of the Association.

Section 4. By-laws. "By-laws" shall mean the By-laws of The Estates at Royal Lake Estates Association, Inc.

Section 5. Committee. "Committee" shall mean the architectural review committee created pursuant to Article VII below.

Section 6. Common Area. "Common Area" shall mean all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by or dedicated or reserved to the Association for the common use and enjoyment of the Owners.

Section 7. Declarant. "Declarant" shall mean EVERGREEN LAND & PROPERTIES, LLC and its successors in title and assigns, provided any such successor in title or assign shall acquire for the purpose of development or sale all or any portion of the Property (as hereinafter defined), and provided further, in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the Declarant hereunder at the time

of such conveyance. Further, upon such designation of successor Declarant, all rights and obligations of the former entity that was a part of the Declarant in and to such status as Declarant shall cease.

Section 8. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements.

Section 9. Development Guidelines. "Development Guidelines" shall mean the standard of conduct, maintenance or other activity generally prevailing in The Estates at Trinity Village, as the case may be. Such standards may be more specifically determined by the Board or the Committee.

Section 10. Improvement. "Improvement" shall mean any and all building site development(s), betterment(s), modification(s) or construction, including, but not limited to, buildings, structures, walks, towers, tanks, patios, driveways, signs, walls, fences, screens, parking areas, drainage conduit, excavation and grading.

Section 11. Lot. A "Lot" or "Lots" shall mean any portion of the Property intended for any type of independent ownership for use and occupancy for residential purposes as may be allowed by this Declaration.

Section 12. Member. "Member" shall mean any member of the Association.

Section 13. Mortgagee. "Mortgagee" shall mean any mortgage holder, its successors and assigns, so long as said mortgage holder holds fee title or a security interest in any Lot. Mortgage holder shall be deemed to include the holder of any mortgage, deed of trust, deed to secure debt or other security instrument.

Section 14. Occupant. "Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether such person is a tenant or the owner of such Lot.

Section 15. Owner. "Owner" shall mean the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term "Owner" shall include a lessee if the lease

from Declarant or other record owner expressly provides that such lease is subject to this Declaration and is for a period in excess of one year.

Section 16. Person. "Person" shall mean any individual, corporation, firm, association, partnership, trust or other legal entity.

Section 17. Plans. "Plans" shall mean a package including the site plan, landscaping plan and architectural elevations for a particular building.

Section 18. Property. "Property" shall mean the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

Section 19. Restrictions. "Restrictions" shall mean all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

ARTICLE II
PROPERTY RIGHTS

Section 1. Rights Acquired. Every Grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have consented to said terms and conditions.

Section 2. Right of Enjoyment. Every Owner of a Lot shall have a right and easement to use and enjoy the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Area by all other Owners. The Association may permit persons who are not Owners of Lots to use and enjoy part or all of the Common Area subject to such limitations, and upon such terms and conditions, as it may from time to time establish.

ARTICLE III
CONTROL BY DECLARANT

The authority to enforce the Restrictions set forth herein and this Declaration and the power to exercise any and all rights of the Association, until such time as the Association is formed, shall be vested in Declarant. Declarant shall cause the Association to be formed as soon as is practical from the date this Declaration is filed in the records of Rockdale County, Georgia. Such choice of when to create the Association shall lie solely with Declarant.

ARTICLE IV
ASSOCIATION

Section 1. Purposes. The Association shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Association shall have no power or duty to do or perform any act or thing other than those acts and things which will promote the common good and welfare of the Owners and of the Property.

Section 2. Membership. Every person or entity who is the Owner of the fee interest in any Lot shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more persons or entities, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from such ownership.

Section 3. Voting. Each Owner shall be entitled to one vote per Lot owned. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the Secretary of the Association.

Section 4. Control.

(a) Notwithstanding anything contained herein to the contrary, or in the Articles of Incorporation or in the By-Laws of the Association, Declarant shall have the right to appoint and remove the members of the Board and any officer or officers of the Association until the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of this Declaration; (ii) the date upon which seventy-five percent (75%) of the Lots have been conveyed by Declarant to persons other than builders or developers who have not purchased such Lots for the purpose of construction of a residence and resale; or (iii) a surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

(b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this section, such rights shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. At such time, a special meeting of the Association shall be called. At such special meeting, the Members shall elect a new Board which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association.

ARTICLE V
MAINTENANCE

All maintenance on any Lot and all structures, parking areas and other Improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Lot in a manner consistent with the Development Guidelines and with the general appearance of other portions of the Property. The Owner of any Lot shall at all times keep the landscaping in good order and condition subject to the rights of the Association as set forth herein. The Owner and Occupant of any Lot shall observe all government building codes, health regulations, zoning restrictions and similar laws and regulations. Should the Owner of any Lot fail to remedy any deficiency in the maintenance of the landscaping and general maintenance of such Lot after fourteen (14) days notice from the Association, the Association hereby expressly reserves the right, privilege and license to make any and all corrections or improvements and landscape maintenance at the expense of the Owner. Such Owner shall be personally liable to the Association for all direct or indirect costs as may be incurred by it in the performance of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such Lot. During construction, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

ARTICLE VI
COMMON AREA AND ASSESSMENTS

Section 1. Common Area. The Association shall maintain and keep in good repair the Common Area and Areas of Common Responsibility, if any, with such maintenance to be provided by the assessments hereinafter defined. Such maintenance shall include but not be limited to maintenance, repair and replacement of all landscaping and other flora, structures and improvements situated upon the Common Area or Areas of

Common Responsibility and payment of taxes and insurance thereon, all drainage, detention and retention areas originally maintained by Declarant to the extent same are not maintained on an ongoing basis by a governmental entity, all property outside of Lots located within the area which was originally maintained by Declarant and utilities and utility services serving such Common Area or Areas of Common Responsibility. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or 'without Royal Lake Estates, where the Board has determined that such maintenance would benefit all Owners.

Section 2. Creation of a Lien and Personal Obligation of Assessments. The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore hereby agrees to pay to the Association:

- (a) Annual assessments or charges, and
- (b) Special assessments, such assessments to be established and collected as hereinafter provided.
- (c) Lot assessments which shall include expenses of the Association which benefit less than all of the Lots, which may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received, expenses incurred by the Association pursuant to Article V hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association, the Board or the Declarant and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

The annual, special and Lot assessments, together with interest, late charges, costs, fines, fair rental value of the Lot in accordance with the Act and reasonable attorneys' fees, shall be charged on the Lots and shall be a continuing lien upon the Lots against which each such assessment is made. Such assessments, together with interest, late charges, costs, fines and reasonable attorneys' fees, shall be the personal obligation of the Owner at the time when the assessment fell due. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due from the lien thereof; and all dues and assessments due shall be paid in full before any sale or transfer may take place.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to any particular calendar year for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Areas of Common Responsibility.

Section 4. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on dates fixed by the Board. Unless otherwise stated, annual assessments shall be paid in annual installments.

Section 5. Due Dates of Annual Assessments. The annual assessments provided for herein shall commence as to a Lot on the first day of the month immediately following the conveyance of such Lot to a person who has purchased such Lot for the purpose of construction of a residence and resale of such Lot and residence. Lots which have not been so conveyed shall not be subject to assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established

by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association' as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall incur a late charge as determined by the Board. In addition, such delinquent assessment shall bear interest (not to exceed the lesser of the maximum rate allowable by law or eighteen percent (18%) per annum on the principal amount due). The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Lot or any building on its Lot. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale to enforce its lien, and to acquire and hold, lease, mortgage and convey the same. During the period owned by the Association following foreclosure, no assessment shall be assessed or levied on such Lot foreclosed upon. The Association shall also have the right to pursue a money judgment against the Owner to recover unpaid assessments.

Section 7. Subordination of the Lien to Mortgages and Taxes. The foregoing to the contrary notwithstanding, the lien of the assessments provided for herein shall be subordinate to (i) the lien of any first mortgage or deed to secure debt made in good faith and for value on any Lot, (ii) all ad valorem taxes and other levies which, by law, would be superior thereto and (iii) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. Sale or transfer of any Lot shall not affect the assessment lien.

Section 8. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in Atlanta, Georgia. Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Creation. There is hereby created an architectural review committee ("Committee") which shall consist of three (3) individual members. The right to appoint and remove all members to the Committee shall be and is hereby vested solely in Declarant, its successors and assigns, until such time as Declarant has relinquished such right to appoint said members. Upon surrender of the right to appoint said Committee members by the Declarant, the right to appoint said members shall be vested in the Board.

Section 2. Duties. No building, fence, wall, Improvement or other structure shall be commenced, erected or maintained upon the Property or any Lot thereon, nor shall any exterior addition to or change or alteration thereon be made until the Plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design

and location in relation to the Development Guidelines by the Committee.

Section 3. Approval. In order to attempt to obtain such approval of the Committee, the Owner shall submit a site plan and architectural elevations and landscaping plan or whichever of such plans are applicable, to the Committee. So long as Declarant has the right to appoint the members of the Committee, such Plans shall be delivered to Declarant. Upon receipt of all such plans required to be reviewed, the Committee shall have fifteen (15) days within which to review same. In the event the Committee fails to approve or disapprove such plans within fifteen (15) days after said submission of plans, approval will be deemed to have been granted. The Committee shall have the right to disapprove plans, details or specifications submitted to it if they are not in accordance with the Declaration, if they are incomplete, if the Committee deems the Plans, or any part thereof, to be contrary to the best interests of the Property and of the Owners or if they are not in conformity with the Development Guidelines. Such disapproval shall be given to the Owner in writing. In the event Owner's Plans are disapproved by the Committee, the Owner may resubmit any corrected, amended or new Plans to the Committee no sooner than ten (10) days after the date of such disapproval. No temporary structure shall be installed or maintained on any property or Lot without the specific written approval of the Committee. All applications for approval of any temporary structures will include provisions for its being dismantled and removed from the Lot in question.

Section 4. Violation. In the event any Owner or Occupant, or its agents or representatives, commences construction of any Improvement, alteration or construction without the prior written approval of the Committee as required by this Article, then the Committee, through the Association, or the Declarant shall have the right to enforce this section by obtaining a restraining order from the court having proper jurisdiction over this matter. The costs of any such successful enforcement by the Committee shall be levied against the Owner of the Lot upon which such construction was commenced. The Committee shall have the right to waive the requirements of this Article, at its sole discretion, as to construction by any Owner.

Section 5. Variances. The Committee shall have the power and authority, in its sole discretion, to grant variances in compliance with the Development Guidelines, provided, however, that such variances shall be reasonably consistent with the purpose of this Declaration and shall not materially or adversely affect existing Improvements. Whenever, in the exercise of its discretion, the Committee grants a variance to the Development Guidelines, each Owner and/or Occupant of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of this Declaration and the Development Guidelines. Each Owner and/or Occupant of a Lot appoints the Committee as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with the Development Guidelines in accordance with the terms of this section.

Section 5. Rights of Committee: The Board may employ architects, engineers, or other Persons as it deems necessary to enable the Committee to perform its review. The Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the Committee for all matters delegated.

Section 6. Disclaimer as to Committee Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such Plans and specifications neither the Committee, the members thereof, the Declarant or its officers or directors nor the Association or its officers or directors assumes liability or responsibility therefore, nor for any defect in any structure or Improvements constructed from such Plans and specifications. Neither Declarant, the Association, the Committee, the

Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting Plans and specifications to any of them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance 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 or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VIII

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are included in the annual assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual assessments made against such Lot Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE IX

USES

Section 1. Permitted Uses.

(a) The Property shall be used solely for residential purposes allowed by the Zoning Ordinances of Rockdale County, Georgia adopted from time to time applicable to the portion of the Property in question.

(b) No Owner may, use the Lot or any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future improvements of other Lots or properties in the immediate vicinity of the Lot.

Section 2. Nuisances. No Lot or any portion of the Property shall be used so as to cause a nuisance. A nuisance shall be defined to include any objectionable noise or sound, smoke, the emission of noxious, toxic or corrosive fumes, the emission of dust, dirt or fly ash or the use, production, storage or handling of fire or explosive hazards. Such usage may be objectionable if it so annoys, disturbs or affects the Owners and/or Occupants of any building or Lot within the Property or the Owners or Occupants of property contiguous to the Property, so as to obstruct or interfere with the reasonable or

compatible use of such other Lot: or property, so as to render usage of the building or Improvements dangerous or damaging to persons or property thereon or in the event such usage violates federal, state, county or municipal law.

Section 3. Animals. No poultry, fowl, livestock or other animal that is not considered a household pet may be kept on any Lot. No pets shall be kept, bred or maintained for any commercial purposes. No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property or any Lot at anytime by an Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of an Owner or Occupant of any Lot or which creates a nuisance or 'unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice by the Board of Directors. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner. Pets must be leashed or under the control of a responsible Person at all times while outside of enclosed or electronically controlled areas on a Lot. Pets may not be left unattended outdoors except in enclosed or fenced areas as determined and approved by the Board of Directors or the Committee as the case may be. Pets may not be chained and must be confined in an enclosed area. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Property or a Lot without the prior written approval of the Board of Directors or the Committee, as the case may be.

Section 4. Trash and Garbage. No Lot shall be used for the disposal of or a dumping ground for trash, garbage, rubble or debris of any type.

Section 5. Temporary or Mobile Structures or Trailers. No mobile home, travel trailer or shack is permitted except during the period that construction of a permanent residence on a Lot is in progress or in relation to Declarant's construction and development activities. Trailers designed to carry light pleasure boats or ATV's are permitted as long as they are parked in side or rear yards and screened from view of the street.

Section 6. Antennae, Etc. No exterior television or radio antennae or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a Lot without prior written approval of reasonable restrictions by the Committee. No antennae shall be installed or used for the purpose of transmitting electronic signals. However, Board shall have the right (but shall not be obligated) to erect a master antenna, satellite dish or other similar master system for the benefit of the subdivision. No satellite dishes larger than one meter in diameter shall be allowed and satellite dishes one meter or smaller shall be governed by reasonable restrictions imposed by the Committee.

Section 7. Clotheslines, Garbage Cans, Etc. All garbage cans, clotheslines, equipment, air conditioning equipment, woodpiles and similar items shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard of a Lot only.

Section 8. Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Committee. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house. No above ground pool shall be allowed.

Section 9. Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental' of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex, age or national

origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

ARTICLE X
DEVELOPMENT GUIDELINES

The following restrictions are imposed upon the Improvements for the benefit of each other Lot and may be enforced by any Owner:

Section 1. Setbacks. All buildings on Lots shall be set back from the street or public right-of-way at the front of the building, from any side yard property line and from any rear yard property line the distances as required by the applicable zoning ordinances.

Section 2. Minimum Structure Size. The main residential structure on any Lot within Royal Lake Estates shall contain at least twenty-seven hundred (2,700) square feet of floor space for one (1) story residences and at least twenty-nine hundred (2,900) square feet of floor space for two (2) story residences. Such calculation of heated living space shall be exclusive of porches and garages.

Section 3. Subdivision. No Owner other than Declarant shall subdivide a Lot without the prior written approval of the Committee. Declarant, however, hereby expressly reserves the right to re-plat any Lot or Lots owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations. Every Owner, by acquiring its interest in any Lot, agrees that it will not bring any action or suit, except with the written approval of the Declarant, its successors or assigns, to change the zoning of any portion of the Property.

Section 4. Parking. All vehicles shall be parked on specifically designating paved areas on Lots or in such other areas designated by the Board. No parking shall be permitted on any street, except for temporary visitor parking. All parking areas shall be paved with asphalt or concrete.

Section 5. Exterior Facades. No exterior construction of any building shall be common concrete block unless stuccoed, plastered or veneered to an architectural finish. Asbestos siding shall not be used as an exterior finish. No structural framing or sub-wall finish shall be exposed to the exterior of any building. The exterior surfaces of all dwellings on Lots and any permitted accessory building structures shall be brick or masonry stucco.

Section 6. Screening.

(a) Trash containers, propane tanks, compressors and other equipment shall be visually screened or placed in the rear yard so as to be not visible from the street.

(b) Any ground mounted antenna or receiving dishes (which must have been approved by the Committee) must be in rear yards and screened from vision from the street.

(c) Any such screening must be approved by the Committee.

Section 7. Fences and Walls. No fence or wall of any kind shall be erected, maintained or altered without the prior written approval of the Committee of Plans and specifications for such fences and walls.

Section 8. Utilities.

All utilities shall be installed underground so as to not be visible from the street or from any building. All street lights shall be uniform throughout the Property.

Section 9. Landscaping.

(a) The entire area of any Lot containing a building site, including the area between the Lot line and street pavement, shall be landscaped except for those areas covered by the building and paved areas.

(b) Planting beds shall be mulched with pine straw, cypress mulch or bark and maintained weed free and in an orderly appearance.

(c) Ditches and swales shall have a minimum side slope of one foot (1') vertical to three feet (3') horizontal, shall be grassed or otherwise landscaped and subjected to regular maintenance.

(d) All landscaping shall be installed within sixty days (60) of the occupancy or substantial completion, as determined by the Committee, of a building, whichever occurs first.

(e) All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(f) Each front and side yard area of each Lot shall be sodded and shall have an underground irrigation system serving same.

Section 10. Sic: triage. No portable or temporary signs of any form shall be permitted except for "For Sale" or "For Lease" signs, signs required by legal proceedings or campaign signs (but only for one (1) month immediately preceding any election in which local voters may vote).

Section 11. Completion of Construction. Once building construction has begun it shall proceed in a good and workmanlike manner. Construction of a home on any particular Lot shall be completed within six (6) months from commencement.

ARTICLE XI
EASEMENTS

Section 1. Easements. Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities (which easements may be dedicated to the appropriate governmental or other entity for permanent maintenance)';

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and

(v) So long as Declarant owns any Lot primarily for the purpose of development, Declarant and its successors and assigns as well as its duly authorized contractors, representatives, agents, and employees shall have: (1) an easement for the maintenance of signs, a business, leasing and/or management office, promotional facilities and model residences in the community, together with other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, management, leasing and/or sale of a residence or of the Lot, and (2) a transferable easement on, over, through, under and across the community for the purpose of making improvements in the community or any portion thereof, 'for the purpose of installing, replacing, repairing and maintaining all utilities serving the community, and for the purpose of doing all things reasonably necessary and proper in connection therewith or as provided herein.

Section 2. No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the

Association or has been dedicated to a governmental or other entity for permanent maintenance.

ARTICLE XII
ENFORCEMENT

Section 1. General. Declarant, the Committee or any Owner or Occupant may proceed at law or in equity to prevent the violation of any term or provision of this Declaration.

Section 2. Declarant's and/or Association's Rights. Declarant and the Committee or the duly authorized representatives of the Association shall have the right, upon reasonable notice, at any time and from time to time following violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to enter upon the Lot as to which said violation or breach exists. Once upon said Lot, they shall have the right to abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of this Declaration or to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate any of the restrictions or terms of this Declaration. Should the Association or Declarant employ legal counsel to enforce any terms of this Declaration, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the violating Owner. Each Owner shall be responsible for the conduct of the Occupants of its Lot, but the responsibility of an Owner shall not relieve any such Occupant from any liability to Declarant, the Association or any other Owner.

Section 3. Other Parties' Rights. In addition, any other party to whose benefit this Declaration inures shall have the right in the event of violation or breach of the Declaration to prosecute a proceeding at law or in equity against the Person or Persons who have violated or are attempting to violate the Declaration and to enjoin and prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 4. No Waiver. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Declarant a duty to take any action to enforce the Declaration.

ARTICLE XIII
AMENDMENTS

Section 1. Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Board or the Association or during such time as the Association has not yet been formed, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the Superior Court of Rockdale County, Georgia, without the approval of any Member or Owner of any portion of the Property. Provided, however, that in the event the Association has been formed and in the event that such amendment materially alters or changes any right or adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by two-thirds of the number of the then existing Members or Owners affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the

Property: (i) If such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or ordinance or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company

to issue title insurance coverage with respect to any Lot subject to this Declaration, (iii) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration or (iv) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, Fannie Mae or Freddie Mac, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration.

Section 2. Amendments by Association. Once the Association has been formed, amendments to this Declaration, other than those authorized by Section 1 of this Article, shall be proposed and adopted by giving notice of the proposed amendment in the notice of the meeting of the Association at which such proposal may be considered to each Member. At such meeting, such amendment may be adopted by a vote of at least two-thirds (2/3) of the total votes in the Association and the vote of Declarant so long as Declarant still owns any Lot primarily for the purpose of sale of that Lot. Provided, however, (i) that any amendment which materially and adversely affects the security title and interest of a Mortgagee must be approved by such Mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must also be approved by Declarant. Any such amendment shall be effected by an instrument recorded in the records of Rockdale County, Georgia.

ARTICLE XIV MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the subdivision. The provisions of this Article apply to both this Declaration and to the By-laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. As institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice Of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within 60 days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 2. No Priority. No provision of this Declaration or the By-laws has been or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such holder of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. VA/HUD Approval. As long as the Declarant has the right to appoint and remove the directors of the Association, the following actions shall require the prior approval of the VA, so long as the VA is guaranteeing any Mortgage in the subdivision, and HUD, so long as HUD is insuring any Mortgage in the subdivision, annexation of additional property to the Declaration, dedication of Common Area to any

public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, By-laws or Articles of Incorporation of the Association.

Section 5. Control. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-laws, or Georgia law for any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days after the date mortgagee receives notice of the proposed amendment sent by certified mail return receipt requested.

Section 7. Amendments by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

ARTICLE XV
GENERAL PROVISIONS

Section 1. Coverage. The restrictions and this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association, Declarant or by the Owner of any Lot subject to this Declaration, their' respective legal representatives, heirs, successors and assigns.

Section 2. Compliance. Each Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, and the By-laws and rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time

Section 3. Duration. The covenants and restrictions of this Declaration shall remain in effect, and shall inure to the benefit of and be enforceable by Declarant or any Owner for a period of twenty (20) years from the date hereof. This Declaration shall be automatically renewed beyond said period for successive periods not to exceed twenty years each unless terminated as provided by law. No such termination shall be effective unless filed of record in the office of the Clerk of Superior Court of Rockdale County, Georgia, within any applicable time period.

Section 4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but 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 provisions of this Declaration are declared to be severable.

Section 5. Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 6. Time. Time is of the essence of this Declaration.

Section 7. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of the Declarant or the Board, will best affect the intent of the general plan of development. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Georgia Non-Profit Corporation Code, The Act, this Declaration, or the Articles of Incorporation or the By-laws of the Association, the terms and provisions of the Georgia Non-Profit Corporation Code as may be applicable, the Act, this Declaration, the

Articles of Incorporation or the By-laws, in that order shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XVI
GEORGIA PROPERTY OWNERS ASSOCIATION ACT

(a) Applicability of this Article: The provisions of this Article XVI shall be of no force or effect until the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of recording of this Declaration; (ii) the date upon which seventy-five percent (75%) of all Lots submitted or proposed to be submitted to this Declaration have been conveyed to Persons other than builders or developers who have not purchased such Lots for the purpose of construction of a residence and resale; or (iii) the recording of an Amendment to this Declaration executed by Declarant expressly stating that this Paragraph shall be effective.

(b) Submission to Act: From and after the date this Paragraph shall become effective pursuant to the provisions of paragraph (a) above, the Property, the Association, all Lots in the development, and all Owners and Mortgagees shall be subject to the provisions of the Georgia Property Owners' Association Act, Official Code of Georgia Annotated 44-3-220. et seq., as now or hereafter amended (hereinafter referred to as the "Act"). Thereafter, the Association, and all Owners and Mortgagees shall be entitled to the benefits and subject to the provisions of the Act.

(c) Conflicts: From and after the date this Paragraph becomes effective pursuant to the provisions of Subparagraph (a) above, in the event of any conflicts between the Act, or any of the provisions of this Declaration, the Articles of Incorporation of the Association, or the By-laws of the Association, the provisions of the Act shall govern and control.


IN WITNESS WHEREOF, Declarant has set its hand and seal to this Declaration the date set forth below.

Signed, sealed and delivered EVERGREEN LAND & PROPERTIES, LLC,

this 21 day of April 2006, a Georgia corporation of:

Signed, sealed and delivered
in the presence of:

Witness Deen & Suresh

B : 
K. Lee Darden
Managing Member
(Corporate Seal)


Notary Public

ROBERT E. TALLEY
NOTARY PUBLIC, STATE OF GEORGIA
QUALIFIED IN ROCKDALE COUNTY
COMMISSION EXPIRES NOVEMBER 7, 2008

S
N.P.
SEAL

Exhibit "A"

BOOK 3848 PAGE 155

ALL THAT TRACT or parcel of land lying and being in Land Lots 234, 235 & 247 of the 16th District, Rockdale County, Georgia, being ROYAL LAKE ESTATES Subdivision, as per plat recorded at Plat Book 34, pages 57 – 60, Rockdale County, Georgia records, which plat is incorporated herein and made a part hereof by reference.