

DECLARATION OF PROTECTIVE COVENANTS

LAKEPORT, LLC

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS DECLARATION, made and published on November 25, 2002, by and of Lakeport, LLC.

WITNESSETH:

WHEREAS, it is to the benefit and advantage of the undersigned and its successors in ownership of said lots or parcels that the protective covenants regulating the use of one or more such lots or parcels be established, set forth, and declared to be covenants running with the above described land.

NOW THEREFORE, in consideration of said benefits, the undersigned does hereby proclaim, publish, and declare that the following numbered protective covenants shall apply to any of such lots or parcels which are contained in Land Lot 1 and 300 of the 5th and 4th District, Gwinnett County, Georgia, "Lakeport Subdivision," as shown on a plat of subdivision recorded at Plat Book 95, Pages 26, 27, 28, Gwinnett County, Georgia Records and subsequent and future Phases as by incorporation are made subject hereto.

1.

No temporary house, shack, or tent shall be erected on said lots or parcels. Lots shall be used for single family residential purposes only. No lot shall be used for church, school, kindergarten or day care center. No lot or parcel shall be subdivided, but boundaries may be adjusted so long as the number of lots remains the same, and the total area is not reduced, except upon the express written consent of the Architectural Control Committee.

2.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, the quality and color of exterior finishes, and as to location with respect topography and finished grade elevation. Before any house may be occupied it must be completely finished on the exterior in accordance with the plans approved by the Lakeport Architectural Control Committee. The front yard of each lot shall be sodded with Bermuda, Zoysia, or other grasses acceptable to the Architectural Control Committee and the backyard and side-yards may be sown with other lawn grasses. This provision shall not prevent plantings of shrubs, bushes and trees with ground cover in developed planting areas as long as

species of plants, shrubs, bushes, trees and ground cover. The driveway surface must be either concrete paved, brick, stone or combination of these materials or the surface approved by the Lakeport Architectural Control Committee. On lots with direct access to the airstrip, one airplane hanger, no larger than 50 feet x 50 feet may be constructed. The Declarant makes no warranty regarding the viability or continued operation of the airstrip.

3.

Front of building shall be constructed with brick, stone, stucco accents and vinyl siding or combination of these materials. Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade. No dwelling shall have any portion of its roof on the main body of the structure constructed flatter than a pitch of 9 and 12, and said pitch shall be shown on the plans. All plans for decks and porches shall be included for approval in the plans submitted, and all additions made after initial construction shall likewise be approved by the Architectural Control Committee.

4.

No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. All household pets shall be confined to the property or on a leash and shall not be allowed to become a nuisance to neighbors such as, excessive barking, or failure to maintain said animals in a sanitary condition as to produce noxious odors. There shall be no noxious or offensive activity carried on upon any lot, such as, loud noises, or other activities that may be an annoyance or nuisance to anyone in the subdivision. Garbage containers shall be properly screened from sight from the front of the residence, shall be located on the sides or back of the house and shall be contained with an enclosure, except container may be placed in the open on any day that a regularly scheduled garbage pick up is to be made, in order to provide access to persons making such pick up. The design and materials of such enclosure for garbage containers shall be in keeping with the general appearance of the house. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of \$200.00 for each day during which such violation continues after notice of violation is received by certified mail. The recovery of such damage shall be enforceable by the undersigned, or if not so enforced by undersigned or Architectural Control Committee, within thirty (30) days after violation, by suit for damage or injunction by the undersigned, same shall be enforceable by any owner of any lot subject to these covenants, provided that the violator shall not be required to pay damages to more than one plaintiff or complainant.

5.

No buildings shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to a side lot line than 10 feet. Minimum side yard, or distance between two structures shall be 25 feet. For the purposes 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.

6.

No buildings, including and in addition to the main dwelling, including tool sheds, storage facilities, and greenhouses shall be erected, placed, altered, or permitted to remain on said lot or parcel until the building plans, elevations, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finish, color, design, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of the Lakeport Architectural Control Committee. Said approval in writing shall not be required with respect to construction upon any lot or parcel after ten (10) years from the date of filing of these covenants, except that the requirements for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as these covenants are valid. If the Lakeport Architectural Control committee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, the Lakeport Architectural Control Committee may be deemed to have approved said plans and specifications. After the final plans and specification have been approved by the Lakeport Control Committee no changes may be made in said plans or specifications without the consent of the Architectural Control Committee.

7.

Buildings erected on any lot shall have not less than 1600 square feet of floor space on the ground (main) floor for single story houses, nor less than 1800 square feet of floor space for two-story houses, with a ceiling height of not less than eight feet on the main floor and a ceiling height of not less than eight feet on all other levels in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, porches and finished basements. No contemporary "earth home", split-level, or split-foyer design shall be permitted.

8.

No fence shall be constructed any nearer to the street than the real line of the dwelling, nor shall any fence constructed be of chain link or more than 6 feet in height. Architecturally designed fences may be erected if approved in writing by the Architectural Control Committee. Fencing of a rustic nature: i.e., split-rail or western post fencing shall be permitted in front yard areas if

such fencing is deemed attractive and complimentary to its surroundings by the Lakeport Architectural Control Committee.

9.

All houses shall have a minimum of a two-car garage which shall be enclosed with garage doors.

10.

No antennas of any type shall be permitted on the roofs or yards of any homes in Lakeport, LLC, without permission in writing from the Lakeport Architectural Control Committee. Antennas for television or radio reception shall be placed in the attic areas of the homes. Notwithstanding the foregoing, small television reception antenna/dishes 18 inches or less in diameter may be placed on the rear roof of the dwelling so long as same are not visible from the front street. No antennas shall be installed or used for the purpose of transmitting electronic signals.

11.

Damage rendered to the Lakeport Subdivision by subcontractors or suppliers whose presence in the Lakeport Subdivision is directly due to the construction site of a builder shall be the responsibility of said builder. Such damage may be in the form of broken curbing or storm drain facilities, concrete spills on roads, and cracked asphalt. All such damages shall be repaired by the responsible builder.

12.

With the exception of the builder's temporary office in a trailer or a temporary sales office in a trailer, there shall be no structures of a temporary nature placed on any lot. All trailers, boats, campers, recreational vehicles, mobile homes, commercially used vehicles and trucks, other than small vans, and trucks used for family passenger needs, shall be parked so as to be out of view of the public road right of way, and shall be stored or parked only in the rear of the lot behind the dwelling, and if not garaged, shall be hidden or screened at all times so that it cannot be seen from any adjoining street or lot. No playground equipment or recreational equipment such as basketball goals or trampolines shall be located on any lot except in the backyard behind the dwelling hidden from view. There shall be no immobile automobiles, motorcycles or other vehicles in a state of repair or being repaired stored outside the dwelling or garage.

13.

No exposed above ground tanks will be permitted for the storage of fuel, water, or any other substance. No above ground swimming pools will be permitted without the permission of the Lakeport Architectural Control Committee. All in-ground pools, exterior Whirlpool, Jacuzzi type "hot tubs," filtering systems, pumps and related items shall be enclosed by approved fencing and screening.

14.

No outside clotheslines will be permitted. Window mounted air conditions will not be permitted without permission of the Lakeport Architectural Control Committee. Roof vents and air conditions units shall be located on the rear sides or rear roofs of the houses to be constructed.

15.

Lakeport is designated as a community of resident homeowners. In order to maintain a high standard of living and to protect property values for all homeowners, no property owner may lease or "rent out" his/her property to exceed thirty (30) days per calendar year.

16.

No advertising signs, billboards, or high and unsightly structure shall be erected on any lot or displayed to the public on any lot, except one standard real estate sign not more than five (5) square feet advertising the property for sale, public road signs, or signs used by a builder to advertise the property during the construction and sales period. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of \$200.00 for each day during which such violation continues. The recovery of such damages shall be available to the homeowners association, and if not acted upon by suit for damage or injunction by the homeowners association within thirty (30) days from the date of such violation, such recovery shall be available to any owner of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant. Notwithstanding the foregoing, the following shall be permitted; a nameplate or sign attached to or made a part of the mailbox, a yard award sign, a birth announcement sign, and a security notification sign.

17.

The grounds of each lot, whether vacant or occupied, shall be maintained in a neat and attractive condition and in good repair. Owners of lots with any portions of the subdivision water retention pond, as described on the recorded subdivision plat, located thereon shall at all times maintain such retention pond area in good repair, in a state of neat appearance, free of debris and underbrush growth. Except for flower gardens, shrubs, pine-strawed or pine-barked areas, and trees which shall be neatly maintained, all open lots shall be maintained as lawns. All lawns shall be kept mowed, and all front lawns shall be kept mowed to a height not in excess of four inches. After construction all front yards shall be centipede, Bermuda, or Zoysia sod. Each homeowner shall keep and maintain each lot and structure, as well as landscaping located thereon, in good condition and repair, including but not limited to (a) control of water run-off and silt, (b) external repair and painting of structures, (c) the re-sodding, seeding, watering and mowing of all lawns and (d) the pruning and trimming of all trees and hedges and shrubbery. Upon the failure of any owner to maintain his lot, whether vacant or occupied, in a neat and attractive condition, the Lakeport Architectural Control Committee or the authorized agents of successors and assigns, may, after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its

judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the Lakeport Architectural Control Committee for the cost of any cutting, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Lakeport Architectural Control Committee by appropriate proceeding at law or in equity. All costs incurred by the Lakeport Architectural Control Committee on behalf of such owner shall be reasonable. Although notice given as hereinafter provided shall be sufficient to give the Lakeport Architectural Control Committee or its designated agent, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 AM and 9:00 PM on any day except Sunday. All lots at street intersections shall be so landscaped as to permit "safe sight" across the street corners, and there shall be no trees or shrubbery or other obstructions located on the corner of any lot that would create a traffic or sight hazard.

18.

Mailboxes of a type consistent with the character of the Lakeport neighborhood and designated by Lakeport Architectural Control Committee shall be furnished and placed by the Builder and shall be maintained by the subsequent owner(s) to complement the residences and the neighborhood. All such mailboxes shall be fabricated of architecturally designed metal (iron or aluminum), and consistently match other mailboxes in the neighborhood, unless otherwise specifically approved in writing by the Architectural Control Committee. There shall be no substitutions or replacements except upon destruction due to causes independent from the acts of the homeowner and such replacements shall be subject to the approval of the Architectural Control Committee.

19.

When the occupancy of Lakeport reaches 100% occupied homes, the homeowners shall assume control of the community organization known as "Lakeport Homeowners Association, Inc." for the purpose of maintaining the community entrance(s), establishing a neighborhood watch for safety and security, and also for social purposes. Officers shall be elected annually by current residents and each homesite shall cast one vote.

20.

A decorative landscaped entrance shall be provided by the Developer and maintained by the Developer until which time 100% of the total number of lots in the community have been sold to builders and/or homeowners, at which time the neighborhood homeowners association will assume full responsibility for all maintenance and utilities relating to these areas.

21.

If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other person owning an interest in land subject to these covenants to prosecute any proceeding at law, or in equity, against such violator to prevent, or recover damages for such attempt or violation.

22.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

23.

The failure of the Lakeport Architectural Control Committee to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision or agreement. Except as provided in Paragraph 22 for written approval of those matters set forth in these covenants, the acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed to have been made unless expressed in writing and signed by the Lakeport Architectural Control Committee.

24.

Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restriction of this Declaration, the more restrictive provisions shall apply.

25.

These covenants and restrictions shall remain in full force and effect from the date of execution and recording same until July 1, 2022. Thereafter, these covenants and restrictions shall automatically renew for three successive twenty (20) year periods commencing July 1, 2022, unless otherwise terminated by consent of two-thirds of the property owners of the lots subject to these covenants or the Architectural Control Committee is no longer in existence as provided herein.

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A. Initial Architectural Control Committee

The Architectural Control Committee shall initially be composed of the developer or its agent, and such other parties or property owners as may be designated by the developer.

B. Permanent Architectural Control Committee

After thirty days from the date that Developer is no longer an owner of any lot subject to these restrictions and covenants, the Architectural Control Committee shall consist solely of those property owners designated by him as members. Within Thirty days prior to July 1 of each succeeding year, and annually thereafter, the Architectural Control Committee shall give notice of a meeting time and date within the next forty five days to all property owners, the purpose of said meeting to be the election of the Architectural Control Committee for the next succeeding year. Said meeting time shall be on a Saturday from the hours between 9:00 a.m. and 12:00 noon. Each homeowner shall have one vote for each lot owned for each member or vacancy to be elected or filled and each homeowner may accumulate all of such votes for one or more members of the committee. The Architectural Control Committee shall have a minimum of five members and each shall serve for the succeeding year until each successive election. A quorum shall consist of a majority of homeowners for the purpose of such election and shall be necessary for the election of such committee members. In the event a majority of the property owners is not represented at such meeting, then notice shall be given by certified mail of a new meeting date and time (on a Saturday between 9:00 a.m. and 12:00 noon) within thirty days, and no quorum thereafter shall be required. A Chairman for purposes of conducting the election of the Committee shall be first designated by the existing Committee who shall in turn conduct the election. Any question as to any participant's right to vote shall be determined in reference to a copy of a deed conveying title to said participant a lot or lots subject to these restrictions and covenants.

C. Actions of Committee

The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor until the next yearly election. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. Any approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing, signed by a majority of its members or a person designated to act for a majority of the members. In the event the Architectural Control Committee, or its designated

representative, fails to Approve or disapprove plans and specifications within thirty (30) days after such plans and specifications have been submitted to it in writing, then the approval of the Architectural Control Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made.

D. Termination

In the event the Architectural Control Committee fails to act to enforce any covenant or restriction herein requiring a lot owner to seek such enforcement as provided in paragraph (4) or (15) of these covenants or further fails to give notice of a date for the election of the successor members of the Architectural Control Committee, as set out herein, then any lot owner may demand that a meeting be called for the purposes of the election of new members to the Architectural Control Committee as provided above. If no such meeting is called and notice given within thirty days after receiving a demand for same from the owner of any lot, then said owner may call such meeting, with notice by certified mail, for the purpose of the election of successor members to the Committee for the remaining term or the succeeding year as the case may be. Provided however, any meeting called by a lot owner under this provision and not by the Architectural Control Committee shall require a majority of the lot owners present for the purpose of conducting business. If no such quorum or majority is present then no business conducted shall be effective as to these covenants as to such meeting. In the event no yearly election of the Architectural Control Committee is held for three succeeding years prior to February 1, 2022, then these covenants shall be independently enforceable by any lot owner, except for those matters requiring Architectural Control Committee approval. In the event the Architectural Control Committee fails to give notice of the yearly election meeting, or fails to act requiring the direct action of a lot owner, pursuant to paragraphs (4) and (15), for three succeeding years after July 1, 2022 then these covenants shall terminate.

E. Costs and Expenses

All fines or penalties collected by the Architectural Control Committee shall be used to defray and pay costs and expenses incurred. The Committee is herein given the right to assess a charge not to exceed \$25.00 per year against each lot owner for the purposes of payment of the cost of mailing and other expenses, said assessments to become liens against the property of the individual owners if not paid by the annual meeting date of the homeowners.

Each notice of meeting date will contain a statement of the amount owned to cover mailing costs.

IN WITNESS WHEREOF, Lakeport, LLC has caused this declaration to be executed in his name on the day and year first above written.

Executed in the presence of:

[Signature]
Unofficial Witness

Suzanne Eaves, Member
For Lakeport, LLC
By: Suzanne Eaves, Member

[Signature]
Notary Public
My commission expires: 

ORIGINAL

[Signature]
Unofficial Witness

Jeff C. Henson member
For Lakeport, LLC
By: Jeff Henson, Member

[Signature]
Notary Public
My commission expires: 