

STATE OF GEORGIA  
HOUSTON COUNTY  
DECLARATION  
of  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
for the Subdivision of Eagle Springs known as:  
Orchards  
Supersedes all Previous Versions

This Declaration, dated February 2018, organized and existing under the laws of the State of Georgia, is authored by Eagle Springs Association Inc., a legal entity of the State of Georgia.

The Eagle Springs Association Inc. believes it is in the best interest of the Eagle Springs home owners to preserve, protect and enhance the values of real property, and certain specific covenants, restrictions, rights, privileges and easements are necessary for each owner's enjoyment of their individual lot and to subject the real property within Eagle Springs to the covenants, restrictions, charges and liens stated below.

Eagle Springs Association Inc., declares that all of the real property described as Eagle Springs and any future additions held, transferred, sold, leased, occupied and conveyed are subject to the covenants, conditions, restrictions, easements, charges, liens and provisions set by these covenants. These covenants apply to any real property and is binding on all parties having any right, title or interest in real property or any part or portions of real property, to their heirs, successors and assigns, and written for the benefit of each owner and the Eagle Springs Association Inc.

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**ARTICLE I**  
**GENERAL PROVISIONS**

1.1 Definitions. The following words, when used in this Declaration, unless the context will prohibit, will have the following meanings:

1.1.1 Additional Property. Refers to portions of the Future Development Property that may be added to the Subdivision by Supplementary Declaration based on the provisions of Section 1.2.2.

1.1.2 Architectural Control Committee (ACC): Refers to the committee designated under Article VI, Section 6.1.

1.1.3 Articles of Incorporation: Refer to the Articles of Incorporation of Eagle Springs Association, Inc., as amended from time to time.

1.1.4 Assessment: Refer to an owner's share of the Common Expenses or other charges from time to time assessed against any owner by the Association in the manner provided.

1.1.5 Association: Refers to Eagle Springs Association, Inc., a Georgia nonprofit corporation.

1.1.6 Board of Directors or Board: Refers to the Board of Directors of the Association, which is the governing body of the Association.

1.1.7 Common Areas: Refers to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners. Included within the Common Areas are the maintenance areas, roads, streets, parking lots, walkways, sidewalks, lakes, the recreational area, street lighting and signage. The designation of any land and/or improvements as Common Areas will not mean or imply that the public at large acquires any easement of use or enjoyment.

1.1.8 Common Expenses: Refers to all expenditures lawfully made and or incurred by or on behalf of the Association, including all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.1.9 Community and/or Subdivision: Refers to that certain real property described at the Clerk's office Houston County Superior Court and such additions as may be made by Eagle Springs Association Inc. (or its mortgagee or transferee as provided in the Declaration) by supplementary declaration of all or any portion of the real property described at the Clerk's office Houston County Superior Court and (ii) such additions that may be made by the Association by supplementary declaration of other real property in accordance with the provisions of Section 1.2.2 hereof.

1.1.10 Declarant: Refers to, as the case may be, Eagle Springs Association Inc., its successors-in-title and any assignees of Eagle Springs Association Inc., provided any successor-in-title and assignee acquires for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described at the Clerk's office Houston County Superior Court.

1.1.11 Declaration: Refers to this Declaration of Covenants, Conditions and Restrictions for the Orchards, and all amendments filed for record in the Records of the Clerk of the Superior Court of Houston County, Georgia.

1.1.12 Development, with an initial capital letter: Refers to all Communities or Subdivisions originally developed by the Eagle Springs developer and all improvements located or constructed within Eagle Springs, and is submitted to the general scheme of covenants, conditions, restrictions and easements set forth.

1.1.13 Dwelling: Refers to any improved property intended for use as a single-family detached dwelling located within the Development.

1.1.14 Foreclosure: Refer to, without limitation, the judicial foreclosure of a mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

1.1.15 Future Development Property: Refer to other real property now owned or in the future acquired by Eagle Springs Association Inc. contiguous to or in the immediate vicinity of the Properties, which presently includes all of the real property described as Eagle Springs in the Houston County Georgia Clerk of the Superior Court.

1.1.16 Institutional Mortgage: Means a mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

1.1.17 Lease: Refers to any lease, sublease, or rental contract whether oral or written.

1.1.18 Living Space: Refer to enclosed and covered areas within a dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

1.1.19 Lot: Refers to any lot, tract or parcel of land identified as a lot on a recorded subdivision plat covering any portion of the Properties.

1.1.20 Owner: Refers to the record owner, whether one or more persons or entity, of the fee simple title to any portion of the Properties, but excluding any person or entity whose interest in the Properties arises pursuant to a deed to secure debt, mortgage, or other similar instrument evidencing or securing indebtedness.

1.1.21 The Properties (or Properties): Refers to the real property (including improvements) described in Section 2 hereof, and any additions, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3.

1.1.22 Subdivision Survey: Refers to the map or plat of survey of the Properties delineating individual building lots or parcels which filed for record by the original developer and recorded on the Deed Records of Houston County, Georgia. The Subdivision Survey will be designated as Orchards, and will be approved by the applicable governmental authorities and agencies for Houston County, Georgia.

## 1.2 Property Subject to Declaration

1.2.1 The Properties. The real property covered by this Declaration is described at the Clerk's office Houston County Superior Court and incorporated by reference. All of the Properties and any right, title or interest will be owned, held, leased, sold and/or conveyed by any subsequent owner of all or any part of the Property, is subject to this Declaration and the covenants, restrictions and provisions as written.

1.2.2 Additions to Property Subject to Declaration. The Eagle Springs Association Inc. will have the right to add additional property to the scheme of this Declaration with notice and consent of the owners of all properties and accomplished by the filing for record in Houston County Georgia where the land lies of a Supplementary Declaration or Amendment to this Declaration, and will extend the scheme of the covenants of this Declaration to any additional property. The additional added property will be contiguous to The Properties as they exist, provided, any Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration, covenants and restrictions as written to the added property, may not alter or modify the Declaration as it applies to the new additional property, cannot materially or adversely affect the value of the existing Properties. In addition, any Supplementary Declaration or Amendment will not operate or render the provisions of this Declaration that apply to any additional property less restrictive than it applies to The Properties prior to such Supplementary Declaration or Amendment. When this Declaration is amended by Supplementary Declaration(s) or

Amendment(s), the term The Properties as described will include The Properties described herein together with additional property as added. The term record title owners as used will be deemed to include the record title owners of both The Properties and record title owners of additional property. Each Supplementary Declaration adding properties will include a geographical description of the property added and will designate additional property by a designation including Section and Phase as needed to differentiate each respective area from other Sections and Phases then included within The Properties.

## **ARTICLE II**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

2.1 Membership. Each and every person or legal entity who owns any lot or dwelling in The Properties (together with each and every person or legal entity who will own any lot or dwelling in other subdivisions or communities within the Development), including contract sellers, are automatically a member of the Association, provided however, that any person or legal entity who owns property or an interest in a property merely as security for the performance of any obligation will not be an association member. Membership will be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Membership in the Association may not be transferred except in connection with the transfer of title to a lot.

2.2 Voting. The members of the Association will be the owners of lots located in the Subdivision If the same owner owns more than one lot, the owner is a member and has membership privileges and the obligation to pay assessments for each lot owned. When two or more persons or entities hold undivided interests in any lot, each persons or entities is a member, and the vote for such lot is used as they determine, but in no event, can more than one vote be cast for each lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons will not be recognized and such vote or votes will not be counted.

2.3 Meetings. Except as noted, all meetings of members of the Association, are to include the time, the notification to members, and the quorum needed to complete business as described in the By-Laws of the Association,

2.4 Casting of Votes. Based on this Declaration and the Articles of Incorporation, the votes of the members will be cast per the rules prescribed in the By-Laws of the Association.

2.5 Amplification. The provisions of this Article are to be augmented by the Articles of Incorporation and By-Laws of the Association; provided that no augmentation will substantially alter or amend any of the rights or obligations of the owners of any lots. In the event of any conflict or inconsistencies between this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) will prevail.

## **ARTICLE III**

### **ASSESSMENTS**

3.1 Purpose of Assessments. The property assessments are used for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of Lots in the Subdivision and in particular for the acquisition, improvement, maintenance and operation of properties, services and facilities devoted to this purpose and includes the use and enjoyment of the Common Areas, including but not limited to the payment of taxes, insurance, repair, replacement, additions and for the cost of labor, equipment, materials, management and supervision, as well as for the establishment and maintenance of one or more reasonable reserve funds to cover unforeseen

contingencies or deficiencies, or for emergency expenditures or such other matters as authorized by the Board of Directors. In determining the fiscal needs of the Association, the Association Board of Directors is authorized to establish a reasonable amount as part of the annual assessment for capital purposes. As collected, these capital contributions will be deposited in a separate capital account with separate records maintained and disbursements will be only for capital purposes as determined from time to time by the Board of Directors.

3.2 Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot or dwelling, by accepting a deed or other conveyance, whether or not it is expressed in any such deed or other conveyance, covenants and agrees to pay to the Association fixed assessments. These assessments, together with interest and costs of collection, will be a charge on and a continuing lien on the lot charged with an assessment. The lien is finalized by a filing of record in the county Clerk's office of the Superior Court of Houston County within 90 days of a default. The claim of lien will also secure all assessments, which come due until the recorded claim of lien is cancelled. Also, each owner will be personally liable for the portion of any assessment coming due while he is the owner of a lot or dwelling, and his grantee will be jointly and severally liable for such portion due and payable at the time of a conveyance. Grantee has the right to recover from the grantor the amounts paid by the grantee. Provided, however, any person who becomes the owner of a lot or dwelling as purchaser at a judicial or foreclosure sale conducted with respect to an Institutional Mortgage, or pursuant to any proceeding in lieu of the foreclosure of such mortgages, is liable only for assessments coming due after the date the person acquires title to the lot or dwelling.

3.3 Annual Assessments. Subject to this Article, the annual assessment payable to the Association for common expenses and capital contributions is:

- a. For calendar year 2016, the annualized Association assessment is \$600 (plus \$100 for gated communities). The assessment will be allocated for common expenses of the Association. Gate fees are subject to annual revision. None of these funds will be deposited in any special capital reserve account.
- b. As of the date of this covenant revision, the annual Association assessment for common expenses and capital contributions will be determined as follows:
  - i. Common Expenses. In accordance with the provisions of subsection (iii) below, and not later than December 1st of the previous calendar year, the Board will estimate and prepare a budget for the coming calendar year to include the total of all common expenses to be paid by annual assessments. If the estimated sum proves inadequate for any reason, in accordance with subsection (iii) below, the Board may levy a further assessment for common expenses at any time during that year if approved by the majority of home owners. If for any reason an annual budget is not completed as required above, the estimated annual assessment for common expenses for the coming calendar year will remain the same as the previous calendar year.
  - ii. Capital Contributions. In addition to budgeting for common expenses as provided in subsection (i) above, and in accordance with subsection (iii) below, the Board will also be authorized to establish an annual budgeted amount for capital purposes. If, for any reason, the Board fails to determine a capital budget for the coming year, then the budgeted amount will be the same as the previous year. A Capital Reserve account will be established on a calendar years basis with funds being transferred from the General Operating Account to the Capital Reserve Account. The Capital Reserve Account must

contain specific capital and infrastructure improvements and estimated cost requirements/projects defined.

- iii. Cost of Living Limitation. No later than December 15th of the previous calendar year, the Board will furnish a proposed budget for common and capital expenses/contributions, to all lot owners subject to assessment. If the aggregate proposed budget does not exceed percentage-wise the amount of the \$600 base by more than the percentage increase in the cost of living period from January 1, 2016 to the most recent September 1st, date (measured by the Macon, Georgia, Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor), then the proposed budget may be adopted by the Board as the budget of the Association for the coming calendar year without an Association vote. If the proposed budget exceeds the period percentage increase, then the proposed budget will require Association approval by a majority of the votes cast, or represented by proxy, at a meeting called and held for such purpose. The most current Consumer Price Index will be utilized for all inflation computations. If the Consumer Price Index is discontinued, then use a comparable successive index published by the U.S. Government for escalation formulas will be used. The base amount for of \$600 is the actual 2016 Association assessment for and is set as the baseline for future escalation computations. If the Board of Directors deems it necessary to amend the base amount, the adaptation of a new base must be approved by a majority of the Association membership.

- c. Allocation. Unless otherwise specified by the Board, each Association member installment payment made on the annual assessment will be allocated to the common expense fund and to the capital reserve account on a pro rata basis, according to the amount to be paid for common expenses and the amount, if any, to be contributed to capital reserve in the particular calendar year.

### 3.4 Special Assessments

- a. Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Areas, including fixtures and personal property. Except as otherwise specifically provided, any such special assessment will be approved by a majority of the votes which the members of the Association present, or represented by proxy are entitled to cast at a meeting duly called and held for such purpose.
- b. Subdivision Amenities. In addition to the annual assessments authorized above, the Board may levy special assessments applicable to and payable by only persons or legal entities owning lots within the Subdivision (and not to owners of lots outside the Subdivision but within other subdivisions or communities within the Development) for the maintenance and operation of amenities (if any) available to and useable by only lot owners within the Subdivision (*e.g.*, electronically controlled gates or other devices limiting access to the Subdivision).

3.5 Uniform Rate of Assessment. Except as noted both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a calendar year basis or in another reasonable manner as may be determined by the Board.



### 3.6 Assessments, Due Dates

- a. The annual assessments payable to the Association are established on a calendar year basis and are due in full by February 5<sup>th</sup> of each calendar year for all lots, whether vacant, improved, occupied, or unoccupied.
- b. Any special assessments payable to the Association, as specified in this Article, will be due on the date specified by the Board.
- c. The Association's Certified Public Accounts firm will, when requested, provide to any owner liable for an assessment, a statement as conclusive proof the assessment was paid. A reasonable charge, as determined by the Association, may be made for the issuance of these certificates.

3.7 Effect of Non-Payment of Assessments; Remedies of the Association: Any assessment, or portion thereof, not paid when due is delinquent. If the delinquency is not paid within five (5) days after the due date, then a 10% late charge of the amount due will be added to the assessment payable to the Association along with any interest at the maximum legal rate computed from the due date. The Board may suspend the voting rights of the owner during the period that any assessment or portion remains unpaid and may bring legal action against the owner or owners personally obligated to pay the assessment/delinquency or foreclose its lien against such owner's lot. If a lien foreclosure is required, late charges, interest, costs and attorney's fees equal to actual expenses generated by the Association or the greater of eighteen percent (18%) of the past due will be added to the amount of the assessment or portion which is past due. All payments received on account will be applied first to late charges, then interest, and then to the assessment lien first due. All late charges and interest collected will be credited to the common expenses fund. Each owner, by their acceptance of a deed or other conveyance to a lot, vests in the Association the right and power to bring all actions against them personally for the collection of such charges as a debt and to foreclose the lien against his lot in the same manner as other liens for the improvement of real property. The lien based on this Article will be in favor of the Association and will be for the benefit of all owners. Any legal action brought by the Association to enforce any lien against a lot will originate no later than one (1) year from the time the assessment became due. Failure to initiate action within the one -year time period will cause the assessment lien to be terminated. If the assessment is more than one (1) year past due, it does not prevent any action by the Association against the owner(s) obligated to pay the same in accordance with the provisions of this article. The Association has the authority to bid on the lot at any judicial or foreclosure sale and to acquire, hold, lease, encumber and convey the same. No owner may waive or otherwise escape liability for the assessments by non-use of the Common Property and facilities located on or abandonment of his lot.

3.8 Priority of Lien. The lien of the assessments provided for in this Article is prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, if any, filed with Houston County Clerk of the Superior Court. The sale and transfer of any lot will not affect the assessment lien; unless the sale or transfer of any lot subject to a first mortgage pursuant to judicial sale, foreclosure, any proceeding in lieu of foreclosure, will terminate the assessment lien due prior to such sale or transfer. No sale or transfer will relieve the acquirer of title, and the successors-in-title and assigns the liability for any assessment becoming due on the lot from the lien. The Association may at any time, either before or after a first mortgage is placed on a lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments to the lot coming due during the period while the lot is or may be held for liquidation by the first mortgage for sale or transfer.

3.9 Exempt Property. No property owned within the boundaries of Eagle Springs is exempt from an annual assessment.

3.10 Property Not Owned by the Association. The Association will be authorized to expend assessments for the improvement and maintenance of certain real and personal property which does not constitute a Common Area, or any improvement or personal property owned by the Association but available for use by all lot owners or other persons. These expenditures are authorized as long as the property is made available for use by all lot owners. The expenditures do not create ownership rights, easements or licenses, whether legal or equitable, express or implied, over such property in the Association or any lot owner, such use being permissive only and subject to termination by Eagle Springs Association Inc. or the owner of such property at any time, without notice.

## **ARTICLE IV**

### **ADMINISTRATION**

4.1 Responsibility for Administration. The maintenance, repair, replacement and operation of the Common Areas and facilities will be the responsibility of the Association. Such administration will be governed by this Declaration and the Articles of Incorporation and By-Laws of the Association, as occasionally amended. The powers and duties of the Association will be set forth in the articles of incorporation, and will be exercised in the manner provided. The association will accept reasonable conveyances of Common Areas necessary to protect the property from damage, or harm as deemed needed by the Board based on discovery or reported by Association members or non-members.

4.2 Management Agreements. The Association's Board of Directors may employ a professional management agency for the administration and operation of the property subject to the Association's jurisdiction. The employment agreement may provide that, during its tenure, the management agency will be authorized and responsible for exercising all powers and performing all duties of the Association, excepting only those powers and duties specifically and exclusively assigned by the contractual relationship not to exceed the duties and authority given to the Board by this Declaration and the Association's Articles of Incorporation of By Laws. The management agency may be a corporation, or other legal entity, as the Board determines. The Board may require the agency be bonded in at a minimum level determined by the Board. The cost of acquiring any such bond will be an expense of administration, payable from the common expense fund. Each lot owner hereby agrees to be bound by the terms and conditions of all management agreements entered into as contracted to be performed. The Association will be notified by the Board of any management agency agreements and post the duties assigned to be performed.

4.3 Limitation of Liability: Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace the Common Areas and facilities, the Association will not be liable for injury or damage caused by any latent condition of the property and facilities, nor for injury or damage caused by the elements, nor for injury to its members or other persons, nor will any officer or director of the Association be liable to any of its members for injury or damage caused by such officer or director in the performance of his duties unless determined to be the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association will be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of their being or having been such an officer or director, whether or not he is such an officer or director at the time such

expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided, however, in the event of a settlement, the indemnification will apply only when the Board of Directors approves such settlement and reimbursements as being in the best interests of the Association.

## **ARTICLE V**

### **PROPERTY RIGHTS**

5.1 General. Each lot and dwelling constitute real property which will be owned in fee simple and subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each owner will be entitled to the exclusive ownership and possession of his lot or dwelling, subject to the provisions of this Declaration. If any chutes, flues, ducts conduits, wires, pipes, plumbing, or any other apparatus or facilities to furnish utilities or other services to a lot or dwelling, lie partially within and partially outside the designated boundaries of the lot or dwelling in question, any portions which serves only the specific lot or dwelling is deemed to be a part of that lot or dwelling. Any portions which serve more than one lot or dwelling, or any portion of the Common Areas, will be deemed to be a part of the Common Areas. The ownership of each lot and dwelling will include and passes to the next owner, all of the right and interest in and to the Common Areas, which will include, but not be limited to, membership in the Association. Each owner will automatically become a member of the Association and will remain a member until his ownership ceases for any reason, at which time his membership in the Association will automatically pass to his successor-in-title to his lot or dwelling. Upon such transfer, the former owner will simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of his membership in the Association.

5.2 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors in accordance with the By Laws and the terms, every owner, his family, tenants, and guests will have non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas. Such easement is appurtenant to and passes and runs with the title to each lot and dwelling, subject to the following provisions:

- a. The right of the Association to borrow money requires resident approval
  - i. for the purpose of improving the Common Areas, or any portion thereof,
  - ii. for acquiring additional Common Areas,
  - iii. for constructing, repairing; maintaining or improving any facilities located or to be located within the Common Areas, or
  - iv. for providing the services authorized , and to give as security for the payment of any such loan a security deed or other security instrument conveying all or any portion of the Common Areas; provided, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interests, options, licenses, easements, and privileges reserved or established for the benefit of Eagle Springs Association Inc., any owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.
  
- b. The rights and easements reserved to Eagle Springs Association Inc.in this Article, Sections 5.4, 5.5, 5.6, 5.7.1, 5.7.3, 5.7.4, 5.7.5 and 5.7.6.

- c. The right of the Association to grant and accept easements as provided in Section 5.7.2 of this Article. To dedicate or transfer fee simple title to all or any portion of the Common Areas to the City of Centerville, Georgia, or to any other public agency or authority, public service district, public or private utility, or other person, must be approved by the majority of lot owner votes cast in the Subdivision (including any lots added by Supplementary Declaration) voting in person or by proxy at a duly held meeting of the Association
- d. The rights and easements reserved in Section 5.7.5 of this Article for the benefit of the Association, its trustees, and officers.
- e. The rights and easements reserved in Section 5.7.7 of this Article for the benefit of the Additional Property.
- f. The rights of the holder (and its successors and assigns) of any mortgage which is prior in right or superior to the rights, interests, options; licenses, easements, and privileges herein reserved or established.

5.3 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges established by the Board, every owner and his family, tenants, and accompanied guests will have the non-exclusive right, privilege, and easements of access to and the use and enjoyment of, the recreational facilities and amenities (if any) as are now, or in the future, located in the Common Areas. An owner may assign to the tenant of his lot or dwelling such owner's rights of access to and use of said recreational facilities so that the tenant, his family and accompanied guests will be entitled to access, and use of, the recreational facilities on the same basis as an owner and his family and accompanied guests.

5.3.1 Recreational Equipment. No recreational equipment of any kind or type can be permanently fixed or displayed in the front of a residence or in driveways. This includes basketball goal, hockey nets, badminton nets, etc.

5.4 Access. All owners, by accepting title to lots or dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such lot or dwelling. Owners acknowledge and agree that access, ingress and egress to lot or dwelling will be limited to roads, sidewalks, walkways, and trails located within the Development, provided that pedestrian and vehicular access to and from all lots and dwellings will be provided at all times. For the Association, and their respective successors and assigns, there is a reserved right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular access to and from the Development.

5.5 Easement for Eagle Springs Association Inc. The Eagle Springs Association Inc. has perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Eagle Springs Association Inc. deems appropriate, provided the access does not unreasonably interfere with the rights of owners in the Development to the use of the Common Areas.

5.6 Changes in Boundaries; Additions to Common Areas. Eagle Springs Association Inc. expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas with the required approval of the Association vote.

5.7 General Easements

5.7.1 Drainage and Utility Easements. The Eagle Springs Association Inc. grants, creates, conveys and reserves to itself and its successors and assigns easements for installation and maintenance of utilities and drainage facilities as detailed on the Subdivision survey and over the rear twenty (20) feet of each lot within the Properties. Drainage flow will not be obstructed, or diverted from, drainage or utility easements as designated above or on the filed Subdivision Survey. Such easements will be for the benefit of the owners of each lot.

5.7.2 Easements for Utilities and Public Services

- a. Utilities and Storm-Water Drainage. Eagle Springs Association Inc., and their respective successors and assigns, have the reserved alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from the City of Centerville, Georgia, or any other public authority or agency, public service district, public or private utility, or other person upon, over, under and across
  - i. all of the Common Areas
  - ii. those portions of all lots and all dwellings reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion, and that such easements will not unreasonably affect the developability, marketability or value of any such lot or dwelling.
- b. To the extent possible, all utility lines and facilities serving the Development and located within its boundaries will be located underground. As authorized by this easement and facilities, it is expressly permissible for the providing utility company or other supplier
  - i. to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities,
  - ii. to cut and remove any trees, bushes or shrubbery,
  - iii. to grade, excavate, or fill,
  - iv. to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems. The Association will be notified of any non-emergency repairs prior to commencement. All utility company or other supplier or servicer will take reasonable actions to repair any damage caused by any utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted.
- c. Law Enforcement and Fire Protection. Eagle Springs Association Inc. grants to the City of Centerville, Georgia, or such other governmental authority or agency that may have active jurisdiction over Eagle Springs Community with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as will be required or appropriate from time to time by such governmental authorities under applicable law.

5.7.3 Easements for Walks, Trails and Signs. The Eagle Springs Association Inc. has the right and easement upon, over and across those strips of land ten (10) feet in width located along and adjacent to

those exterior boundaries located adjacent to streets and roads for all lots and all dwellings, bounded by the exterior boundaries adjacent to streets and roads and by lines in the interior of lots and dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that Association will have no obligation to construct any such improvements.

5.7.4 Easements for Perimeter Wall. The Eagle Springs Association Inc., and its respective successors and assigns, have the perpetual right and easement upon, over and across the strips of land fifteen (15) feet in width located along the boundaries of all lots and dwellings that constitute part of the perimeter boundary of the Development, for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development.

5.7.5 Easements for Association. The Association grants the Board, agent of, or hired management agency, the general right and easement to enter upon any lot or dwelling or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the owner or occupant of the lot or dwelling directly affected thereby.

5.7.6 Easements for Additional Property. There is hereby reserved in Eagle Springs Association Inc., and its successors, assigns, and successors-in-title to the Additional Property (if said rights are granted by Eagle Springs Association Inc. to such successors, assigns, and successors-in-title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for

- i. pedestrian and vehicular ingress, egress, and parking, across, within and on all roads, sidewalks, trails, parking facilities and perimeter walls, from time to time located within the Common Areas or within easements serving the Common Areas,
- ii. the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of lots or dwellings encumbered pursuant to this Article V of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and
- iii. drainage and discharge of surface water onto and across the Property, provided that drainage and discharge will not materially damage or affect the Property or any improvements made occasionally.

## **ARTICLE VI**

### **PROTECTIVE COVENANTS**

#### **6.1 Architectural Control Committee**

6.1.1 Designation of Committee. Eagle Springs will have an Architectural Control Committee, which will consist of no more than three (3) volunteer members who will be natural persons, and/or appointed by a majority of the record title owners of the total number of lots subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose. Written notice will be given to all such owners at least thirty (30) days in advance and will set forth the purpose of such meeting. The home owners will have the exclusive right and power at any time and to create and fill vacancies on the Architectural Control Committee. If the subdivision fails to nominate candidates and fails to elect the

ACC members, the duties of the ACC for the specific subdivision will fall to the AACC defined in 7.0.1 of the by-laws of Eagle Springs Association Inc.

6.1.2 Committee Membership: A majority of the Committee may designate a representative to provide subject matter expertise on behalf of the committee when the situation warrants such expertise. In the event of the death or resignation of any member of the Committee, until a successor is duly appointed by a majority vote of the owners the remaining members will have the authority to designate a successor. Neither the members of the Committee nor its designated representative will be entitled to any compensation for services performed pursuant to this Declaration

6.1.3 Function of Architectural Control Committee. No improvement, as defined, will be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications as defined in 6.1.3, and formatted in accordance with the ACC. The ACC can, with BOD approval, employ professional consultants to assist it in discharging its duties on a special needs basis. The decision of the ACC will be final, conclusive, and binding upon the applicant.

6.1.4 Content of Plans and Specifications. The plans and specifications to be submitted and approved will include the following:

- a. A topographical plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades will be shown at lot comers and at comers of proposed improvements. Lot drainage provisions will be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.
- b. Exterior Elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems vegetation and ground cover.
- f. Parking area and driveway plan.
- g. Screening, including size, location, and method.
- h. Utility connections.

6.1.5 Definition of Improvement. Improvement means and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, clothes lines and drying yards, antennae, driveways, ponds, lakes, swimming pools, tennis courts, signs, goals, goal posts and the like, or changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective film. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

6.1.6 Basis of Approval. Approval of plans and specifications will be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants. Plans submitted for approval must be similar in architectural design as the majority of the homes in the specific subdivision (i.e. number of floors, garage locations, style, materials, roof pitch, roofing material etc.). Any deviation from specifications which are not consistent with the majority of homes in the area must be approved in

writing in advance of construction by the ACC and the Board of Directors. Further, any concerned neighbor of the proposed construction will be given an opportunity to review and air their concerns or objections of any deviations. This will be accomplished by a special meeting of the concerned neighbors with the building contractor or contractor's agent, an ACC representative, and at least one Board member. This meeting will be scheduled by the ACC and posted on the proposed construction site 21 days in advance of the meeting.

6.1.7 Failure of the Committee to Act. If the ACC fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, the builder will make an inquiry to the ACC and request rejection and or approval. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC will reject them as being inadequate and request a full set of plans. All plans will be maintained in the Eagle Springs Association Inc. office, and made available for review by Eagle Springs residents. The ACC or designated representative will make routine stops at the construction site to ensure the facility is built in accordance with approved plans. If the builder fails to maintain the standards set forth in the plans and covenants, the Eagle Springs Association Inc. will request an injunction to halt continued building until the issue is resolved.

6.1.8 Limitation of Liability. Neither the ACC, nor its members, will be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

6.2 Applicability of Covenants. The following provisions will be applicable to any and all construction, improvement, alteration, or addition to The Properties.

6.3 Land Use and Building Type. No lot will be used except for residential purposes. No residential structure will be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, not to exceed the same number of stories as the majority of homes, and a private attached garage for at least three automobiles. Any deviation will be required to follow paragraph 6.1.6. In addition, all driveways and parking areas will be constructed with concrete. No structures will be erected, altered, placed or permitted to remain on any lot unless same comply with the following:

- a. Roofs. All roofs will have a pitch of not less than 8/12 and weathered wood colored architectural shingles.
- b. Exterior Siding. The exterior of all dwellings and outbuildings will be constructed of brick. All brick in the subdivision will be same color.
- c. Fences. No chain-link fences will be allowed. No other type fence or wall will be allowed on any lot
  - (i) in the front yard or any nearer to the street or road right-of-way line than ten (10) feet to the rear of the front of the residence (exclusive of open porches),
  - (ii) any nearer to a side street right-of-way line than the minimum building setback line along such side street right-of-way line, and
  - (iii) having posts or support members visible from adjacent streets, lots or any part of the Common Area.
- d. Zero-Lot Line Concept. The structures erected or to be erected on the lots or parcels are subject to the use of a zero-lot line concept, which if used shall meet the requirements of the building



regulations, codes, statutes, laws and ordinances of the City of Centerville, Georgia, or any other applicable governmental authority. There is an express reservation made on each lot an easement for a roof overhang not to exceed twenty-four (24) inches onto each adjoining lot and also applicable to any structures erected on the lot or parcel. However, if an existing structure has been erected on an adjoining lot or parcel, the easement for the roof overhang being built will not interfere with any existing structure on an adjoining lot or parcel. The owner of the existing property with an overhang easement has the right to access to the portion of the adjoining lot or parcel that is reasonable and necessary to provide access for the construction, repair, maintenance and upkeep of the roof overhang.

- (i) Where two (2) contiguous zero lot line structures exist with walls immediately adjacent to the dividing line between the two (2) adjoining lots or parcels, neither wall will be tied or joined to the other without the express written consent of the owners of each adjoining lots or parcels affected. In no event will the walls be tied or joined together in any manner which would violate the building regulations, codes, statutes, laws or ordinances of any governmental authority that are applicable to the property. In the event the walls are tied or joined together, each owner has a reciprocal easement for the purpose of ingress and egress over, upon and across that portion of the adjoining lot or parcel as is reasonably necessary to provide access for the construction, maintenance and repair of the respective walls. In addition, if the walls are tied or joined together, each owner has a reciprocal easement for the purpose of constructing, repairing, improving and maintaining any brick, masonry or wooden fascia, molding and/or trim work that is reasonably necessary to join the two contiguous structures and to ensure architectural and aesthetical satisfaction to the owner or owners of each contiguous structures and the Architectural Control Committee. The easement for the purpose of joining the walls of contiguous structures will not extend more than twelve (12) inches onto the lot or parcel unless agreed to in writing by the owner or owners.
- (ii) In the event the walls of two (2) contiguous zero lot line structures are tied or joined together, the structures will conform to all of the building requirements, codes, statutes, laws ordinances of any applicable governmental authority, will be built in conformity with the requirement of the insurance underwriters so that the fire and casualty insurance rate of each structure will not be increased because the walls are joined, and will be constructed in a workmanlike manner that does not weaken or damage the structures or property of the owner or owners of either contiguous lots or parcels.
- (iii) The owner or owners whose walls are tied or joined together will pay one-half (1/2) of the cost and expense of keeping the walls in good repair, but will not be responsible for the expense incurred by the other party in plastering, painting or otherwise keeping the inside of the wall in good repair and usable as an interior wall of the other party. If the wall is damaged or destroyed due to the negligence or intentional misconduct of the owner or owners of the contiguous or adjacent lot or parcel, or their servants, servant, employee or agent, or any other person occupying or using the other lot or parcel with the consent of the other owner or owners or as the tenant of such other owner or owners, the owner or owners responsible for the damaging party is solely responsible for such damage or destruction and will bear the entire cost and expense of repairing or rebuilding the wall.

6.4 Minimum Dwelling Size. No dwelling will be permitted on any lot in the Subdivision, unless prior written approval of the ACC as detailed herein and will not have less than less than 2,200 square living space for dwellings and not more than one (1) story, and 2,400 square feet of living space for dwellings of

more than one (1) story. The ground floor area of a dwelling of more than one story will not have less than 1500 square feet of living space.

6.5 Building Location. No building will be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the aforementioned recorded plat of survey. Except as noted in 6.3.d above, no building or structure or any part thereof will be erected or maintained nearer the side boundary lines of any lot than 10 feet. For the purpose of this covenant, eaves, steps, carports, and open porches will not be considered as a part of a building, provided, however, that this will not be construed to permit any portion of a building on a lot to encroach upon another lot.

6.6 Subdivision of lots: Use as Access. None of the lots will be divided into two (2) building sites and no building site will be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof will be erected or maintained nearer the side boundary lines or such integral unit than 10 feet. No lot, or any portion thereof, maybe used as a road, street or in any manner for the purpose of providing access to other property without the prior written approval of Association.

6.7 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow will not be obstructed, nor be diverted from, drainage or utility easements as designated above or on the aforesaid recorded plat of survey.

6.8 Nuisances. No noxious or offensive activity will be permitted on any lot, nor may anything be done which may be, or may become an annoyance or nuisance to the neighborhood.

6.9 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding will be used on any lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Control Committee.

6.10 Signs. No sign of any kind will be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker, agency advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, or signs placed by the owner to advertise property is for sale.

6.11 Vehicle Storage & Parking. No overnight parking of any vehicle or trailer of any type on the street. No motor homes, no campers, no camper-trailers, no boats, no boat trailers, no trailers of any type or kind, no commercial vehicles, or other recreational vehicles, and no trucks exceeding  $\frac{3}{4}$  ton will be kept or stored on any part of any lot except

- i. within an enclosed garage or
- ii. at a location on the lot which will is screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision

Any fencing or screening for such vehicles will require the prior approval of the Architectural Control Committee. A member of the ACC (architectural control committee) or one of their designates will notify the breaching lot owner that if the stored items are not removed or properly stored so as to not be visible from the street or on the lot within ten (10) days, the lot owner will be fined \$50 per day that the infraction continues. If such fine(s) and fee(s) are not paid to Eagle Springs Homeowners Association within 30 days of assessment, the fine(s) and fee(s) will be

- iii. filed as a lien against the homeowner's property
- iv. charge residents for legal fees associated with lien placement
- v. assess an 18% annual interest on accumulated fines and legal fees
- vi. send monthly statements to resident detailing amount owed
- vii. cancel resident privileges to pool complex, gym, tennis court, and both the Clubhouse and Community Center

6.12 Headwalls and Driveways. Any other provision contained in this covenant, any headwall placed on any of said lots will be constructed of common brick and all driveways will be constructed and made of concrete. All lots will have driveways and will be a minimum width of ten (10) feet and will run from the paving of the road to the minimum building set-back line for the respective lots.

6.13 Satellite Dishes (FCC rule CFR 1.4000 applies). Satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals can be placed on any lot or on any dwelling under the following conditions:

- i. lot in the front of the house yard any nearer than ten (10) feet to the rear of the front of the residence exclusive of open porches. Posts and other support members should be screened by fencing or plantings to conceal them and blend in with their surroundings. Any placement, fencing or screening of such antennae will require the prior approval of the Architectural Control Committee.
- ii. No reception devices will be mounted on the front side of any dwelling that faces the street. They may be mounted on the sides of the dwelling but not closer than 8 feet to the front of the house and they may be mounted on the rear of the dwelling.
- iii. Posts and other support members should be screened by fencing or plantings to conceal them and blend in with their surroundings. Any placement, fencing or screening of such antennae will require the prior approval of the Architectural Control Committee.

6.14 Mailboxes. Mailboxes for all houses constructed on any of the within described lots will be uniform and constructed in a manner consistent with the majority of mailboxes in the subdivision, and will be constructed in conformity with plans and specifications furnished by the Architectural Control Committee. No mailbox will be placed or replaced on any lot until approved by said Committee.

6.15 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind will be permitted upon or in any lot, nor will oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon any lot.

6.16 Livestock and Poultry and Pets. No animals, livestock or poultry of any kind will be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, no animals, including pets, will be kept on any lot in such manner as creates a nuisance or disturbance to the other lot owners, or violate any law, ordinance or regulation of the State of Georgia, the City of Centerville, Houston County or other applicable regulatory or governmental agency.

6.17 Garbage and Refuse Disposal. No lot will be used or maintained as dumping ground for rubbish. Trash, garbage or other waste will not be kept except in sanitary containers. All incinerators and other

equipment for the storage or disposal of such material will be kept clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage will be installed at a location on the lot screened, and not be visible from any street within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle will be approved by the Architectural Control Committee.

6.18 Sewage Disposal. No individual sewage-disposal system will be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of any sewage disposal system must be given by the Georgia Department of Public Health.

6.19 Sight and Distance at Intersections. No Fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways will be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations will apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.20 Landscaping. The builder, contractor, or owner of each residential lot will certify to the ACC at the completion of the residence erected on each said lot that said builder, contractor, and/or owner have expended not less than \$800.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. The ACC may in its sole discretion require such builder, contractor or owner to submit paid receipts evidencing such expenditure.

6.21 Diligence. The residence to be constructed on each lot in the subdivision will be completed in a good and workmanlike manner, and will be completed within nine (9) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe will be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

6.22 Variances. Subject to the provisions of Article VIII, of this Declaration, the restrictions set out in this Instrument may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit:

- a. any owner of any lot in said section wanting to secure a waiver or variance of any restriction will request the variance in writing and deliver a petition to any member of the Architectural Control Committee.
- b. if the Architectural Control Committee, in the exercising its approved duties, approves of said variance, it will notify the petitioner in writing.
- c. the written approval of any requested alteration or variance by the ACC will constitute absolute waiver of and will otherwise void the restrictions contained in this paragraph relative to the subject lot.
- d. the waiver of the restrictions contained in this paragraph on any petitioned lot will not constitute a waiver of said restriction on any other lot.

- e. unless the written approval as outlined is secured, the restrictions contained in this paragraph will be binding and of full force and effect. Provided, further that if the ACC fails to notify the petitioning landowner of its approval within thirty (30) days of its receipt of the request, said request will be deemed to have been denied.

## **ARTICLE VII**

### **MAINTENANCE**

7.1 Duty of Maintenance. Owners and occupants (including Lessees) of any part of 'The Properties will jointly and individually have the duty and responsibility, at their sole cost and expense, upkeep and preservation of, buildings, improvements and grounds, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes
- b. Regular lawn mowing to maintain good appearance
- c. Tree and shrub pruning to maintain good appearance
- d. Keeping lawn and garden areas alive, free of weeds, and attractive
- e. Watering
- f. Keeping parking areas, driveways, and fences in good repair
- g. Comply with all government health and police requirements
- h. Repainting of improvements
- i. Repair of exterior damages to improvements

7.2 Commencement of Maintenance Obligation. The duty of maintenance imposed under Section 7.1 will start with respect to each lot when the lot is first cleared in connection with the construction of a dwelling. Until the time the lot is first cleared, the lot may be maintained in its natural, vegetative state, provided it does not constitute or become a nuisance or be maintained in violation of the applicable ordinances, rules and/or regulations of any applicable governmental authority or agency.

7.3 Enforcement. If, in the opinion of the Architectural Control Committee, any owner or occupant has failed in any of the foregoing duties or responsibilities, then the Committee will give the person written notice of failure. The owner has 10 days from receipt of notice to perform the care and maintenance required. Should the owner/occupant fail to comply, then the Committee, acting through its authorized agent or agents, will have the right and power (but not the obligation) to enter onto the premises or lot and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of the lot or lots upon which such work is performed will jointly and individually be liable for the cost of such work and will promptly reimburse the Committee for costs incurred. If the owner or occupant fails to reimburse the Committee within 30 days after the receipt of a statement for work performed by the Committee, the indebtedness will constitute a lien against the lot or lots on which the work was performed.

Lot owner will be fined \$50 per day that the infraction continues. If such fine(s) and fee(s) are not paid to Eagle Springs Homeowners Association within 30 days of assessment, the fine(s) and fee(s) will be

- i. Filed as a lien against the homeowner's property
- ii. A Charge for legal fees associates with lien placement
- iii. 18% annual interest on accumulated fines and legal fees; and/or

- iv. Cancellation of resident privileges to pool complex, gym, tennis court, and both the Clubhouse and Community Center

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

8.1 Duration. This Declaration and the covenants, restrictions and provisions established in the declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Committee and every owner of any part of The Properties, including Eagle Springs Association Inc., and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded. The Covenants as written will automatically renew every 5 years.

8.2 Amendments/Changes. Amendments/Changes deemed necessary by the Association (the word change including additions, deletions or modifications thereto, in whole or in part) must be approved by a majority of the voting members of the total number of lot owners then subject to this Declaration, voting in person or by proxy at a meeting specifically called for such purpose. A written notice of this meeting will be given to all such owners at least thirty (30) days in advance and will establish the purpose of such meeting. No change will be effective until one (1) year following the vote, nor will any such change be effective prior to the recording of a certified copy of such resolution on the Deed Records of Houston County, Georgia.

8.3 Meeting; Notice. Whenever this Declaration requires a meeting of the record title owners of the lots or parcels comprising the Properties, the meeting may be called for the specified purpose by not less than twenty percent (20) of the lot or lots comprising the Properties subject to this Declaration. Meeting notification, for the purposes of this Declaration, is deemed to be given when a meeting letter is deposited with the United States Postal Service for mailing by First Class Mail, Registered or Certified. Adequate postage must be attached to assure delivery, addressed to the owner entitled to receive the notice at the owner's mailing address shown on the most recent tax digest published by Houston County, Georgia. If the owner has given written notice to the ACC of a different address, then the notice will be sent to the owner at the address so designated. The receipt of the Postal Service for such mailing will be deemed sufficient proof of mailing, and such Notice will be deemed to have been delivered on the third (3rd) business day following its mailing.

8.4 Enforcement. The Association and/or the ACC will have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration filed by Eagle Springs Association Inc. Enforcement of the covenants and restrictions will be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction. Any failed attempt or delayed attempt to restrain violation, to recover damages, against the land, or to enforce any lien created by these covenants and failure by Eagle Springs Association Inc., the Committee, or any owner to enforce any such covenant or restriction will in no occasion waive the right to enforce at a later date.

8.5 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration will be or becomes illegal, null, or void for any reason or will be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases would have been and are imposed irrespective of the fact that anyone or more other paragraphs, sections, sentences, clauses or phrases will become or be illegal, null or void.

8.6 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

