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Beau Kaye & Associates, LLC
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Winder, Georgia 30680

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AMENDMENT OF AND RESTATEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HEARTLAND
(a Community for residents 55 years or older)

This Amendment of and Restatement to the Declaration of Covenants, Conditions and Restrictions for Heartland is made and entered into on the date(s) below appearing by Sarahplace, LLC, a limited liability company formed and existing under the laws of the State of Georgia, (hereinafter referred to as "Declarant"), with the consent of one hundred percent (100%) percent of the record title owners of real property included within the Property, as defined in the aforesaid Declaration of Covenants, Conditions, and Restrictions for Heartland recorded in the Office of the Clerk of the Superior Court of Barrow County, Georgia as cross referenced above, and as described in Exhibit "A" attached hereto and made a part hereof by reference.

WHEREAS, Declarant is the record title owner of Lots 4 and 5 in Heartland as shown and depicted as Phase 1-A, Heartland Retirement Community, per plat recorded in Plat Book 51, Pages 284-285 in the Office of the Clerk of the Superior Court of Barrow County, Georgia to which reference is made and which is incorporated herein by such specific reference thereto and with the additional Lots being owned by the additional undersigned that constitute the record title owners of all of the other Lots;

WHEREAS, the Declarant, by virtue of the Assignment of Declants' Rights recorded immediatley preceeding this Document, is desirous of amending the Declaration of Covenants, Conditions, and Restrictions as specifically provided in this instrument;

WHEREAS, the additional signatories expressly consent and agree to the amendment and restatement of the aforesaid and above referenced Declaration of Covenants, Conditions, and Restrictions as expressed herein below;

WHEREAS, Declarant, its successors and assigns, intend to build single family residential housing, including townhomes in multi-family configuration, on portions of the lands, including the real property described above, in a residential development known as Heartland (hereinafter sometimes referred to as the "Development"), more particularly shown and depicted

on a Plat as aforesaid referenced and on a Plat for "P.R. Smith Investments L.P.", prepared by W. T. Dunahoo, Georgia Registered Surveyor No. 1577, dated August 29, 2018, and recorded September 6, 2018 in Plat Book 64, Page 303, in the Office of the Clerk of the Superior Court of Barrow County, Georgia to which reference is made and which is incorporated herein by specific reference thereto; and

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

NOW, THEREFORE, Declarant hereby declares that the [Property] shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. Association. "Association" means The Homeowners' Association for Heartland Retirement Community, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), and its successors and assigns.

Section 2. Board. "Board" means the Board of Directors of the Association.

Section 3. By-Laws. "By-Laws" means the By-Laws of the Association.

Section 4. Common Property. "Common Property" and/or "Common Area" and/or "Open Space" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners, including the private streets, streetlights, alleyways, future Emergency Access, and designated Fire Lane/access Easement to Pump Station. Declarant shall have the right to designate the Common Property which Declarant shall turn over to the Association, but prior to the first loan being made which is backed by an FHA or VA insured mortgage, all Common Property should be conveyed. It is contemplated that Declarant shall convey certain portions of the Common Property to the Association as "green space" and for signage and landscaping areas without improvements thereto (other than fencing, signage, and landscaping) and the Association shall accept such areas as Common Property. Additionally, for the benefit of the Owners, the Declarant has reserved a portion of the Property for entrance areas, which shall be maintained by the Association. The entrance areas are large areas, which may include easement rights that have been obtained by Declarant to adjacent properties. For so long as such easement rights exist, the easement areas shall be included within the Common Property and maintained by the Association.

Section 5. Declarant. "Declarant" shall mean and refer to Sarahplace, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and if Sarahplace, LLC, transfers to such successors or assigns its rights as Declarant by written and recorded instrument. Any successor or assign who has become Declarant as provided for herein may also transfer Declarant's rights as set forth herein.

Section 6. Lot. "Lot" shall mean and refer to any plot of land intended for the location of a residential dwelling within the confines of the Property with the exception of the Common Area

Section 7. Member. "Member" means any member of the Association.

Section 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Builders building houses for resale or those parties holding vacant lots shall not be deemed an Owner for purposes of assessments and dues until such time as a residential dwelling is occupied.

Section 9. Property or Properties. "Property or Properties" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. Restrictions. "Restrictions" means all covenants, restrictions, and easements, charges, liens and other obligations created or imposed by this Declaration.

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Property, subject to such rules and restrictions as the Declarant or the Board shall establish, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association for so long as Declarant is a Class B member to authorize reasonable use of the Common Area for outside groups and thereafter for the Association to do likewise;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any owner may delegate, in accordance with the By-Laws and other restrictions as may be established by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside

on the property, with only one such party retaining such rights at one time, but in so doing shall relinquish their own rights thereto.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and Piedmont Retirement Properties, LLC (the "Prior Declarant"), and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, the Prior Declarant (and its successors and/or assigns), and each shall be entitled to three (3) votes for each Lot owned by Declarant, Prior Declarant or by a builder who holds a Lot for resale. A builder who holds Lots for resale shall not have voting rights, as Declarant and Prior Declarant shall control such votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On the fifth anniversary of the recording of this Declaration, unless extended by Declarant and Prior Declarant.

ARTICLE IV **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or unless expressly excluded from paying as established elsewhere herein, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to construct, build, promote or maintain the streets, street lights, alley ways, signage and the landscaping immediately surrounding such, the repair of and maintenance of the functionality of all Common Areas for the residents of the Property and for the improvement and maintenance of the Common Areas, for the maintenance and functionality of the private streets and outdoor lighting, the maintenance of all easements and cluster mailboxes, the improvement and maintenance of the detention pond(s) which are located within or adjoin the Subdivision to which the Association has been or will be granted an easement, for the maintenance of the storm water management systems not in the road rights-of-way, and for compliance with the obligations set forth in any storm water maintenance agreement between the Declarant and Barrow County, Georgia, including, but not limited to, the periodic inspections by appropriate professionals and maintenance of the functionality of the storm water management facilities in accordance with the mandates contained therein, and any and all other inspections and/or storm water requirements as may now or hereafter be required by Barrow County, Georgia and/or the State of Georgia.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Dollars and no/100 (\$500.00) per Lot; payable annually, which shall be prorated as of the date of acquisition of title based upon the calendar year. There is also an initiation fee of Five Hundred Dollars and no/100 (\$500.00) payable each time title to a completed house is transferred.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership,

(b) From and after January 1st of the second year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at a reasonable amount after the third year from the conveyance of the first Lot to an Owner.

Section 4. Special Assessments for Capital Improvements and Declarant Reserve. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the storm water facilities. The funds in this account will be for the use and benefit of the Association for operating or capital expenses at the time the Association is controlled by the Owners. The Reserve shall be used for any repairs to the Common Area which are considered necessary by the Owners and Declarant shall have no obligation beyond the provision of the Reserve to make any repairs or improvements whatsoever. Each Owner, by acceptance of a deed, acknowledges that Declarant shall have no additional obligations for

repairs or maintenance at such time as Declarant surrenders its Class B membership and turns control of the Reserve to the Association.

The Declarant or Association may enter into Cost Sharing Agreements with the Declarant, and or the Homeowners' Associations of the adjacent properties. Declarant may subject additional property to these Covenants, Conditions and Restrictions, provided the property is contiguous to or located within 3000 feet from the Property.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other period as determined by the Board. The Board shall have the authority to further allocate the rate of any assessment for any category of Lot based upon its size and consumption of a benefit from the services and costs that constitute the basis for assessments.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of the conveyance of the Lots from the Declarant or a builder to the Owner. The first annual assessment shall be adjusted according to the number of months and days remaining in the calendar year. Otherwise, the assessments shall be due on or before the 30th day of January of each year or as is otherwise set by the Board. The Board of Directors shall fix the amount of the annual assessment against each Lot. Anything contained herein to the contrary notwithstanding, Declarant and any owner of a Lot held solely for resale by a person building a residence thereon, on behalf of themselves and their successors and assigns, covenant and agree to pay the annual assessment for each lot owned by Declarant and said builder which contains an occupied residence; provided, however, Declarant and such builder shall not be responsible for assessments on Lots not containing an occupied residence for so long as Declarant or such builder funds any deficit which may exist between assessments and the annual expenses of the Association. At the time Declarant fails to fund any deficit that exists between the annual assessments and the expenses, all Lots owned by Declarant shall be fully subject to the annual assessment. Failure of Declarant to meet its obligation to fund budget deficits or to pay assessments, if required, shall constitute a lien against the land Declarant owns in the aforementioned subdivision. Declarant's obligation to fund such deficit shall be cumulative of all years in which there is a Class B member, however, such that Declarant shall have the right to make advances to fund such deficit or make loans to the Association to fund such deficit and Declarant shall have the right to be repaid from dues or assessments received by the Association as funds become available in later years. Every Owner, by acceptance of a deed to a Lot, acknowledges that Declarant's obligation to fund deficits is conditioned upon Declarant's right to

recoup such funds at such time as the assessments received exceed the actual operating expenses of the Association. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments and non-monetary violations on a specified Lot have been paid and notification of any non-monetary violations. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Nothing contained herein shall impose an obligation on the Prior Declarant or its assigns to fund any deficit or pay any assessment for any lot unless such lot shall contain a completed dwelling certified for occupancy.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof (such as a Deed in Lieu of Foreclosure), shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 10. Easements. There is granted to the Association perpetual easements as maybe shown and depicted on the aforesaid Plats as recorded in the Office of the Clerk of the Superior Court of Barrow County, Georgia.

The Declarant or the Association may dedicate or grant easements across portions of the Common Area to the City of Winder, Barrow County, or to any other local, state, or federal governmental or quasi-governmental entity

ARTICLE V CONDITIONS AND RESTRICTIONS

Section 1. Age Restrictions.

(a) General. Except as provided elsewhere herein, all Lots within the Property are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section are intended to be consistent with and are set forth in order to comply with the Fair Housing Act, 43 U.S.C. §3601, et seq., and O.C.G.A. § 8-3-205, as such laws may be amended

from time to time and such regulations adopted pursuant to such laws (collectively, the "Fair Housing Acts"), regarding discrimination based on familial status. Declarant, until termination of Class B membership pursuant to Section 2 of Article III or the Association, acting through its Board of Directors, shall have the power to amend this Section without the consent of the Members or any other person, except the Declarant and Prior Declarant during the Class B membership, for the purpose of making this Section consistent with the Fair Housing Acts, the regulations adopted under the Fair Housing Acts, and any judicial decisions arising under or relating to the Fair Housing Acts in order to maintain the intent and enforceability of this Section.

(b) Age Restriction.

(i) Except as otherwise permitted in this Section, all occupants of each occupied Lot must be fifty-five (55) years of age or older, unless the spouse or domestic partner joined in a civil union of a person 55 years of age or older is under the age of 55. All occupants agree to provide evidence of their civil union or their age by means of a government issued identification as determined in the reasonable discretion of the Declarant or the Board.

(ii) No Lot shall be occupied by any person under eighteen (18) years of age. Notwithstanding the above, one (1) person under the age of fifty-five (55) years of age may occupy a Lot if the Board of Directors reasonably determines upon the prior written request of the Lot Owner that such occupancy is necessary to provide reasonable accommodations for the health care needs of a disabled occupant who is at least age 55 and who would be unable to continue to reside on the Lot without such person's assistance.

(iii) In the event of any change in the number or identity of persons occupying a Lot as a result of a transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce or otherwise, the owner of the Lot shall immediately notify the Board of Directors or its designee in writing and provide the Board of Directors or its designee with the names and ages of all occupants of the Lot and such other information as the Board of Directors or its designee may reasonably request.

(iv) In accordance with the Fair Housing Acts, the restrictions shall not apply to any person or persons (and their families residing in the same Lot) who performs substantial duties directly related to management or maintenance of the common areas and whose occupancy, if not meeting the age requirements, is approved by the Board of Directors.

(v) Nothing in this Section is intended to restrict the ownership of or transfer of title to any Lot; however, no Owner may occupy the Lot unless the requirements of this Section are met, nor shall any Owner permit occupancy of the Lot in violation of this Section. Owners shall be responsible for: (A) including a statement that Lots within the property are intended for the housing of persons fifty-five (55) years of age or older in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (B) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot. Every

lease of a Lot shall provide that the failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease. No Owner shall lease their lot without first submitting a complete copy of the lease to the Board, certifying that such tenants meet all age restrictions herein and provide satisfactory government issued evidence thereof; any change to such lease, including renewals, or any change in the original approved occupants must be immediately reported to the Board with a recertification of the occupants meeting all restrictions herein.

Section 2. Number of Occupants. The maximum number of occupants in a dwelling within the Property shall be limited to two (2) people per bedroom (as such bedrooms are depicted on the original Floor Plans). "Occupancy," for purposes of this Article, shall be defined as staying overnight in a dwelling within the Property for a total of more than thirty (30) days, either consecutive or non-consecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on a Lot on the Effective Date hereof. Upon written application, the Board shall have the authority to grant variances to this restriction to comply with provisions of the Fair Housing Acts or any amendments thereto.

Section 3. Rules and Regulations.

(a) All fences must be approved in writing by the Declarant. No fences shall be permitted on any Lot, except fences located at the rear of each house. No fences may be erected closer to any street than the rear most portion of the house.

(b) No satellite dishes are allowed on any Lot, except those having a diameter of two (2) feet or less. No television or radio antennas shall be permitted on any Lot unless they are not visible from the street.

(c) Single-family detached homes constructed in Heartland shall have a minimum enclosed heated and cooled living area (exclusive of garages, carports, porches, decks, bulk-storage, and basements) of no less than 1600 square feet for any residence. The Board, in their reasonable discretion, may make such other restrictions for multi-family or attached homes.

(d) No permanent basketball goals are allowed in front or on the side of any house. No clotheslines of any type shall be permitted on any lot.

(e) No non-operating motor vehicles are allowed that are visible, including the silhouette thereof from the street. No non-operating motor vehicles are allowed to remain on any Lot.

(f) No livestock or pets of any kind are allowed outside of any house, except for dogs and cats. All dogs and cats must be contained on the Lot of the respective owner or on a leash and shall not be allowed to create a nuisance for sight, sound or odors. No dogs or cats shall be permitted to run at large. No commercial breeding or boarding of animals shall be permitted on any lot. There shall be no kennels.

(g) No motor vehicles or trailers shall be allowed to be parked on any street, except only while visiting residents and for no more than twenty-four (24) hours.

(h) No boats can be parked on any Lot, unless they are located in the back yard and not visible (including the Silhouette thereof) from any street or in the garage with the door kept closed.

(i) No commercial trucks or any type of trailer may be parked overnight on any street or Lot.

(j) No exposed concrete block visible from the street on the front of any completed home or structure.

(k) The Exterior façade of every home constructed in Heartland shall have brick or stone accent on the front, and cement siding or brick on all sides and architectural shingles.

(l) No outbuilding can be erected or maintained on any Lot, except in the rear of the Lot, and all outbuildings must be approved by the Declarant.

(m) No signs of any kind shall be permitted, except only one sign no larger than 2 feet by 3 feet advertising the house for sale or rent. No signs shall be permitted inside of any house that are visible from the street.

(n) No recreation vehicles or trailers shall be permitted to remain on any driveway, street, or in front of any house for longer than 14 days and must be removed at the end of 14 days for a period of time of no less than two (2) months.

(o) All grass, except decorative border grass, shall be kept at a length not to exceed four (4) inches.

(p) No trampolines or pools shall be allowed on any Lot.

(q) No Lot shall contain more than one house.

(r) All driveways shall be paved with concrete.

(s) Owners shall not alter, remove, or add improvements to any entry features constructed by the Declarant on any lot or easement area associated therewith without the written consent of the Declarant.

(t) Each single-family home constructed in Heartland shall have at least a two (2) car garage. Existing homes, multi-family homes or those lots that will only accommodate a one (1) car garage, as determined by the Declarant or Board, may have a one (1) car garage.

(u) No Lot shall be used for day care or any other business, unless the business is contained to one room in the house and has no customers coming upon the Lot.

- (v) All lots within Heartland shall be served exclusively by a public water system.
- (w) Declarant reserves the right to make reasonable amendments and modifications to the subdivision plat and reasonably amend these protective covenants.

ARTICLE VI ENFORCEMENT

Section 1. Right of Enforcement. This Declaration shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association and (iii) each owner, his legal representatives, heirs, successors and assigns.

Section 2. Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Declarant or the Association may bring either an action at law against the owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, and such delinquency or other violation continues after no less than thirty (30) days for monetary obligations and sixty (60) days for non-monetary obligations, each Owner hereby grants to the Declarant and the Association and its assigns the following irrevocable power of attorney to sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Barrow County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Barrow County, Georgia are published, all other notice being hereby waived by each Owner, and the Declarant, Association or any person on behalf of the association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each owner hereby constitutes and appoints the Declarant, Association and assigns, the agent and attorney in fact of each owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, Interest, cost or other charge due, together with all costs and expenses of sale and fifteen percent of the aggregate amount due for attorney's fees, shall pay any excess to such Owner, or to the heirs or assigns of such owner as provided by law. The power and agency

hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) Each owner, by acceptance of a deed conveying a lot subject to this section, waives any right which Owner may have under the Constitution or the laws of the State of Georgia or the Constitution or laws of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided by this section, and owner waives Owner's rights, if any, to set aside or invalidate any sale duly consummated in accordance with the provisions of this declaration on the ground (if such be the case) that the sale was consummated without a prior judicial hearing. All waivers by Owner in this paragraph have been made voluntarily, intelligently and knowingly, after Owner has first been allowed the opportunity to consult legal counsel with respect to Owner's possible rights.

Section 3. No waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce the collection of dues, fees, special assessments, and interest herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE VII **DURATION AND AMENDMENT**

Section 1. Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provisions of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia, after which time such provisions shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an Instrument, signed by at least seventy-five percent (75 %) of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

Section 2. Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into

compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Federal Housing Administration, the Veterans Administration or reputable private insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant and Prior Declarant (and/or its successors and assigns), if either is the owner of any real property subject to these Covenants; and provided further, however, no amendment affecting the Declarant's right to add additional property shall be effective unless also signed by the Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE VIII **MISCELLANEOUS**

Section 1. Other Changes. Notwithstanding any other provisions hereby which may be construed to the contrary, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the Development have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by such Association (the granting of easements for public utilities or public roadways shall not be deemed a transfer within the meaning of this clause);
- (b) change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner;

(c) by act or omission change, waive or abandon, any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the Common Property or common fences;

(d) use hazard insurance proceeds for losses to any Association Common Property for other than the repair, replacement or reconstruction of such property.

Section 2. Rights of First Mortgagees.

(a) First mortgagees of Lots in the Development may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Association's Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Despite any other provision of this Declaration which may be interpreted otherwise, it is expressly intended that no Owner or any other party have priority over any rights of the first mortgagee of a Lot pursuant to its mortgage or security deed in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Association Common Property.

(b) In addition to the rights of mortgagees elsewhere provided, each first mortgagee of a Lot, upon request, shall (i) be entitled to written notice from the Association of any default in the performance of an Owner's obligations under these Covenants of an Owner which is not cured within sixty (60) days; (ii) be entitled to attend and observe all meetings of Owners, but not meetings of the Board; (iii) be entitled to be furnished copies of annual financial reports made to the Owners; and (iv) be entitled to inspect the financial books and records of the Association during reasonable business hours.

Section 3. No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

Section 4. Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

Section 5. Heading. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

Section 6. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

Section 7. Notice. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by the Declarant, its successors, or the Owners and Members, or any other person, shall be in writing. All such writings shall be deemed sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

(a) Declarant: Sarahplace, LLC, Attention: HOA Dues, P.O. Box 927, Statham, Georgia 30666.

(b) Owners: Each owner's address as registered in accordance with the By-Laws.

Any written communication transmitted in accordance with this Section 7 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States mail.

Section 8. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a Lot acknowledges that Declarant shall have no such liability.

Section 9. FHA/VA Approval. As long as there is a Class B membership, the following, actions will not require the prior approval of the Federal Housing Administration or the Veterans Administration:

Section 10. Existing Nonconformities. The occupancy of a Lot not in compliance with any provision set forth in this document shall be permitted to continue, i.e., grandfathered, until such time as any current non-conforming occupancy coupled with a valid existing written lease is due to end and in no event later than eight (8) months from the date below appearing.

[this space intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 01 day of September, 2019.

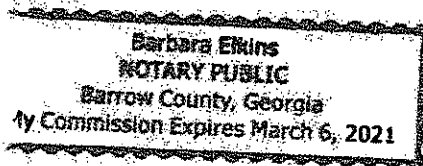
Declarant:
Sarahplace, LLC

By: William G. Brantley, Jr.
William G. Brantley, Jr. Manager
P.O. Box 927, Statham, Georgia 30666

Signed, sealed and delivered, this
01 day of September, 2019
in the presence of:

Barbara Elkins
Witness
Barbara Elkins
Notary Public

[AFFIX NOTARIAL SEAL]



Consented to:

Barbara Kozda
Unofficial Witness

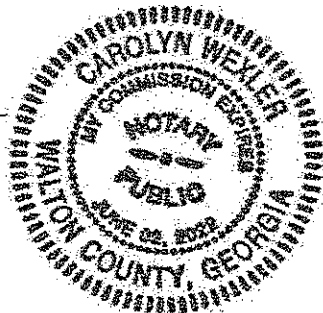
Prior Declarant:
Piedmont Retirement Properties, LLC

By: Timothy B. Smith
Timothy B. Smith, Manager
P.O. Box 1775
Lawrenceville, Georgia, 30046

[Signature]
Notary Public

My commission expires: 06/02/2022

[AFFIX NOTARIAL SEAL]



Consented to:

Piedmont Retirement Properties, LLC

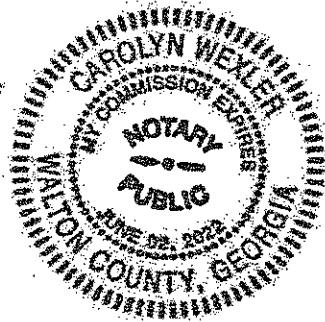
Barbara Kagle
Unofficial Witness

By: Timothy B. Smith
Timothy B. Smith, Manager
Lots B, J, K, L, M, N, O, P, Q, R
Phase 1A
P.O. Box 1775
Lawrenceville, Georgia, 30046

Carolyn Wexler
Notary Public

My commission expires: 06/02/2022

[ATTN: NOTARIAL SEAL]



Consented to:

Piedmont Retirement Properties, LLC

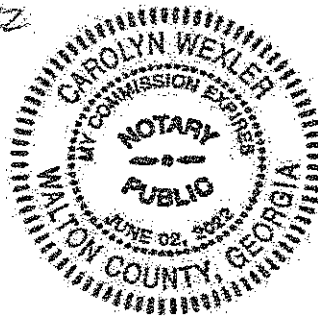
Barbara Kagle
Unofficial Witness

By: Timothy B. Smith
Timothy B. Smith, Manager
Common Areas
P.O. Box 1775
Lawrenceville, Georgia, 30046

Carolyn Wexler
Notary Public

My commission expires: 06/02/2022

[ATTN: NOTARIAL SEAL]



Consented to:

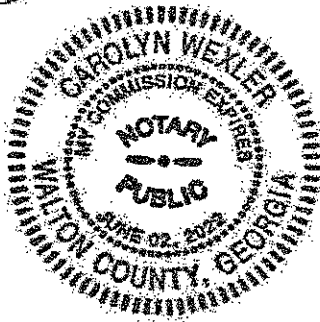
Piedmont Retirement Properties, LLC

Barbara Kasda
Unofficial Witness

By: [Signature]
Timothy B. Smith, Manager
Lots 1, 2, 3, 6, 7, 8, 9, 10 Phase 1A
P.O. Box 1775
Lawrenceville, Georgia, 30046

[Signature]
Notary Public
My commission expires: 11/02/2022

[AFFIX NOTARIAL SEAL]



Consented to:

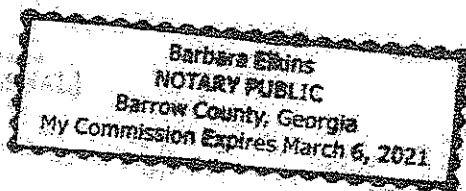
BR Homes, LLC

[Signature]
Unofficial Witness

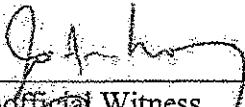
[Signature]
Lots 4 and 5, Phase 1A
P.O. Box 574
Bethlehem, Georgia 30620

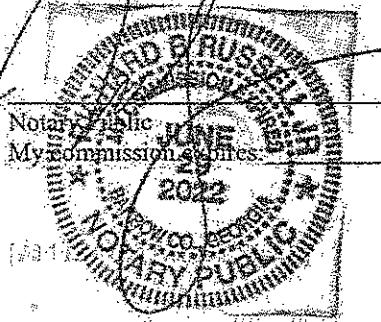
Barbara Elkins
Notary Public
My commission expires: 03/06/2021

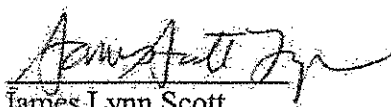
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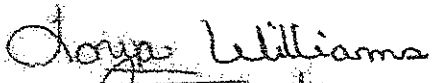
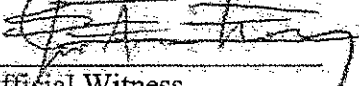
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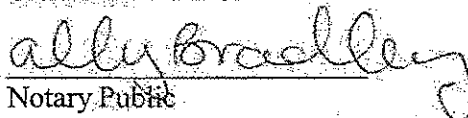

Unofficial Witness

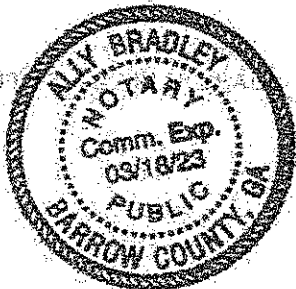


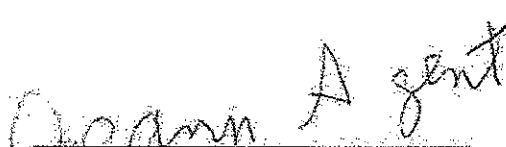

James Lynn Scott
Lot A, Phase 1A
P.O. Box 574
Bethlehem, Georgia 30620

Consented to:



Unofficial Witness


Notary Public
My commission expires: 03/18/2023

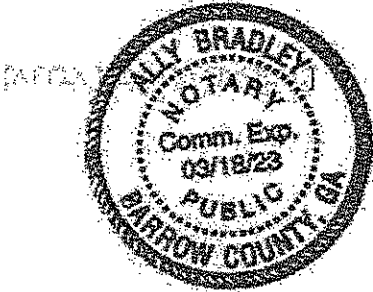



Joann L. Agent
Lot 12, Phase 1A
933 Widener Memorial Boulevard
Winder, Georgia 30680

Consented to:

Chris Williams
Unofficial Witness

Ally Bradley
Notary Public
My commission expires: 03/18/2023



Robert Agent Sr.
Robert Agent, Sr.
Lot 12, Phase 1A
933 Widener Memorial Boulevard
Winder, Georgia 30680

Consented to:

Chris Williams
Unofficial Witness
Ally Bradley
Notary Public
My commission expires: 03/18/2023



Mark Timothy Scott
Mark Timothy Scott
Lot 13, Phase 1A
935 Widener Memorial Blvd
Winder, Georgia 30680

Consented to:

Joseph Williams

Unofficial Witness

Ally Bradley

Notary Public

My commission expires: 03/18/2023

Laura Beth Scott

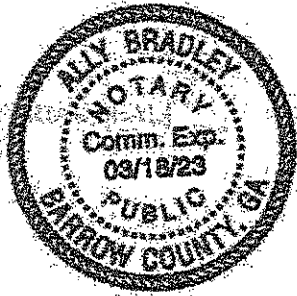
Laura Beth Scott

Lot 13, Phase 1A

935 Widener Memorial Blvd

Winder, Georgia 30680

[AFFIX NOTARIAL SEAL]



Consented to:

Barbara Kenda

Unofficial Witness

[Signature]

Notary Public

My commission expires: 06/02/2022

Dacula Capital Group, LLC

[Signature]

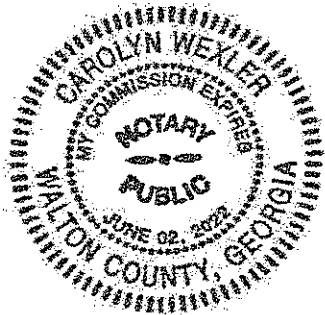
By: Timothy B. Smith, Manager

Lots C, D, E, F, G, H, I, Phase 1A

P.O. Box 1775

Lawrenceville, Georgia 30046

[AFFIX NOTARIAL SEAL]



Consented to:

Barbara Kasda
Unofficial Witness

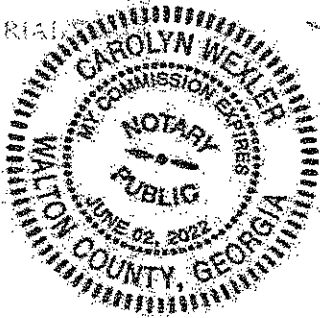
[Signature]
Notary Public

My commission expires: 06/02/2022

Dacula Capital Group, LLC

[Signature]
By: Timothy B. Smith, Manager
Lots 14, 15, 17, 18 Phase 1A
P.O. Box 1775
Lawrenceville, Georgia 30046

[AFFIX NOTARIAL SEAL]



Consented to:

Barbara Kasda
Unofficial Witness

[Signature]
Notary Public

My commission expires: 06/02/2022

[Signature]

By: Timothy B. Smith, as Trustee of the Residuary
Trust created under the Last Will and Testament of
Phyletus Robert Smith dated 8/29/1990
Lot 16, Phase 1A
P.O. Box 1775
Lawrenceville, Georgia 30046

[AFFIX NOTARIAL SEAL]

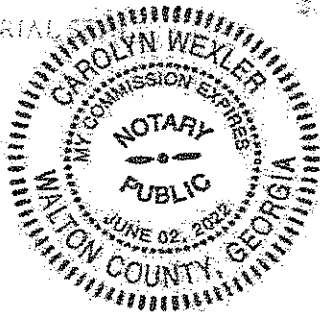


Exhibit "A"

All that tract or parcel of land lying and being in the 243rd General Militia District of Barrow County, Georgia, according to that plat of survey entitled "Final Plat of Heartland Retirement Community", prepared by Solar Land Surveying Company, dated May 16, 2001, recorded in Plat Book 51, Page 285, in the Office of the Clerk of the Superior Court of Barrow County, Georgia, which plat is incorporated herein by reference thereto for a more complete description of the property conveyed.