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AMENDED AND RESTATED DECLARATION OF CONVENANTS FOR LAMBETH
ESTATES SUBDIVISION, UNITS I, II, III, IV and V

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAMBETH ESTATES SUBDIVISION, UNITS I, II, III, IV and V ("The SUBDIVISION") is made this 25th day of MAY, 2006 by the Lambeth Estates Homeowners Association ("The ASSOCIATION"), successor in interest to Lambeth Land Development Co., Inc., and Spar, Inc., and hereinafter referred to as "DECLARANT",

WITNESSETH

WHEREAS, The SUBDIVISION, as hereinafter defined, is subject to the Declaration of Protective Covenants recorded on October 15, 1986, in Deed Book 337, Page 442, et.seq., amended on June 5, 1989 in Deed Book 481, Page 181, et.seq.; and the Declaration of Protective Covenants recorded on September 15, 1987 in Deed Book 382, Page 129, et.seq.; and the Declaration of Protective Covenants recorded on October 25, 1990, in Deed Book 601, Page 330, et.seq., amended on July 24, 1991 in Deed Book 659, Page 200, et.seq. and amended on June 24, 1994, in Deed Book 1017, Page 200, et.seq.; and the Declaration of Protective Covenants recorded on August 6, 1991, in Deed Book 662, Page 234, et.seq.; and the Declaration of Protective Covenants recorded on August 18, 1994, in Deed Book 1033, Page 9, et.seq. of the Rockdale County, Georgia records;

WHEREAS, It is the intent of DECLARANT and the OWNERS to restate all prior Declarations and Amendments into this single amended DECLARATION, to include new amendments to the DECLARATION and to establish that this DECLARATION shall supersede all prior DECLARATIONS and amendments;

WHEREAS, The undersigned desire and intend that the OWNERS, MORTGAGEES, occupants and all other persons hereafter acquiring any interest in the PROPERTY subject to this DECLARATION shall at all times enjoy the benefits of, and shall hold their interest subject to, the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements contained in this Amended and

Restated Declaration of Protective Covenants for Lambeth Estates Subdivision, Units I, II, III, IV and V, as it may be amended from time to time by supplemental declarations or otherwise;

WHEREAS, DECLARANT desires to establish, for its own benefit, and for the mutual benefit of all present and future OWNERS, lienholders, occupants, or other holder of an interest in the SUBDIVISION, or any part thereof, certain easements and rights, and certain mutually beneficial covenants, restrictions and obligations with respect to the proper use, conduct and maintenances of the SUBDIVISION; and

WHEREAS, This Amended and Restated Declaration of Protective Covenants for Lambeth Estates Subdivision, Units I, II, III, IV and V, have been approved by a vote of lot OWNERS of record entitled to cast more than fifty-one percent (51%) of the votes of the ASSOCIATION;

WHEREAS, this majority is evidenced by attachment of Exhibit "A", which includes the signatures of at least the majority of current lot and/or home owners of record of Lambeth Estates Subdivision; and

WHEREAS, the affidavit of Lawrence G. Morton, Attorney at Law, attached as Exhibit "B", states that the people desiring this Amendment and signing Exhibit "A" are the correct lot and/or home owners of records; and

WHEREAS, the DECLARATION OF PROTECTIVE COVENANTS FOR LAMBETH ESTATES SUBDIVISIONS, UNITS I, II, III, IV and V, restating all prior Declarations and Amendments into a single amended DECLARATION is attached hereto as Exhibit "C"; and

WHEREAS, this Amendment and Restatement does not alter, modify, change or rescind any right, title, interest, or privilege held by any first Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that these Amendments do alter, modify, change, or rescind any right, title, interest, or privilege held by any first Mortgage Holder without such first Mortgage Holder's consent in writing to this Amendment, then this Amendment shall not be binding on the first Mortgage Holder so involved, unless such first Mortgage Holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Original By-Laws effective prior to this Amendment shall control with respect to the affected first Mortgage Holder;

NOW THEREFORE, The DECLARANT hereby declares that the SUBDIVISION shall be subject to these covenants, conditions and restrictions and shall be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved and used subject to the following restrictions, covenants, conditions, easements and equitable servitudes as stated in Exhibit "C". The restrictions set forth in this DECLARATION shall run with the SUBDIVISION, or any part thereof, shall inure to the benefit of every portion of the SUBDIVISION and any interest therein, shall inure to the benefit of and be

binding upon any successor in interest of DECLARANT and of each OWNER and may be enforced by DECLARANT or by any OWNER or their successors in interest.

This the 25th day of MAY, 2006.

LAMBETH ESTATES HOMEOWNERS ASSOCIATION, INC.

By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Vice-President

[CORPORATE SEAL]



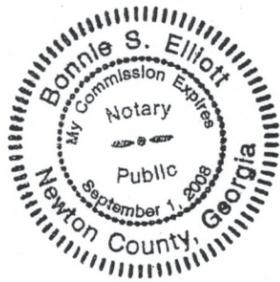
[Signature]
Witness

Sworn to and subscribed to before me this 25 day of May, 2006.

CORP. SEAL

[Signature]
Notary Public
My Commission Expires: Sept, 1, 2008

[NOTARY SEAL]



N.P. SEAL