

AFFIDAVIT OF ATTORNEY LAWRENCE G. MORTON

In person appeared, Lawrence G. Morton, who, after being duly sworn, deposes and says upon his oath that the facts and recitals of facts as follows:

1.

That I am over the age of eighteen years, am not laboring under any disability, and am giving this affidavit of his own free will and accord.

2.

That my name is Lawrence G. Morton and I am an attorney licensed to practice law in the State of Georgia, and whose office is maintained at 882 North Main Street, Suite 100, Conyers, Georgia 30012 and my mailing address is Post Office Box 118, Conyers, Georgia 30012.

3.

That my office obtained limited title searches for the 115 lots located in Lambeth Estates Subdivision, Units I, II, III, IV and V. These limited title searches were done throughout the months of January, February, March and April of 2006.

4.

That the names located throughout Exhibit "A" are the records owners of the corresponding lots are true and correct based upon the information and knowledge obtained from said limited title searches. That each owner has affixed their signature to the corresponding lot, with each signature being duly notarized.

FURTHER AFFIANT SAYETH NOT.

*[Handwritten Signature]*  
LAWRENCE G. MORTON  
Affiant 5/23/06

Sworn to and subscribed before me this 23 day of May, 2006.

*[Handwritten Signature]*  
Notary Public - State of Georgia  
My Commission Expires 04-12-09  
(Seal)



S.N.D.  
SEAL

DECLARATION OF PROTECTIVE COVENANTS FOR LAMBETH ESTATES SUBDIVIONS, UNITS I, II, III, IV and V

This Declaration, effective as of May 15, 2006, approved by the vote of a majority of the votes cast at a special meeting held on 4/22/06 & 5/15/06, for "Lambeth Estates", a subdivision being located and lying in land lot 237 of the 10<sup>th</sup> District of Rockdale County, Georgia, amends, restates, supersedes and replaces in their entirety, all previous Declarations of Protective Covenants, whether or not filed of record with the Rockdale County, Georgia Records, including, without limited the generality of the language, the Declaration of Protective Covenants recorded on October 15, 1986, in Deed Book 337, Page 442, et.seq., amended on June 5, 1989 and recorded 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.

NAME

The name of the property is Lambeth Estates Subdivision, consisting of Units I, II, III, IV and V, which property is a residential property owner's development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982).

PROPERTY DESCRIPTION

All that certain tract or parcel of land lying and being in land lot 237 of the 10<sup>th</sup> District of Rockdale County, Georgia and being more fully shown on plat prepared by Louie D. Patrick, dated August 6, 1986 and of record in Plat Book U, Page 36; plat prepared by Louie D. Patrick, dated September 14, 1987, and recorded in Plat Book V, Page 12; plat prepared by Louie D. Patrick, dated September 25, 1990 and recorded in Plat Book X, Page 71; plat prepared by Louie D. Patrick, dated April 8, 1991 and recorded in Plat Book X, Page 146; and plat prepared by Louie D. Patrick, dated June 3, 1994, and recorded in Plat Book Z, Page 62, Rockdale County, Georgia Records.

## PROTECTIVE COVENANTS BOOK 3884 PAGE 288

The covenants are herein set forth, to wit:

(1). BUILDING RESTRICTIONS:

(a). Single Family Dwelling. No temporary house, shack, or tent shall be erected on said lots or parcels to be used for school or kindergartens. All lots or parcels to which these restrictions are applicable shall be used for single family residence purposes only.

(b). Brick Structures. Three (3) sides of house (front and each side) must be brick of other approved masonry material, including stucco. The gable of each plan would conceivably be either brick or decorative wood and will be determined/approved when the plan is submitted for approval to Lambeth Estates Homeowners Association.

(c). Soil Erosion. Silt fence must be utilized on all lots where applicable after grading, in order to keep dirt off streets.

(b). No Lot Subdivided. No lot shall be subdivided.

(c). Driveways. All driveways are to be of 4" thick concrete (no strip paving) and finished out appropriately at the curb entrance.

(d). Blocks. Whenever building erected on any lot or parcel are constructed in whole or in part or concrete, concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

(e). Building Lines. No building shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to the side lot line than ten feet. For the purposes of this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided however that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.

(f). Lambeth Estates Homeowners Association Approve Plans. No building shall be erected, placed, altered or permitted to remain on said land until the building plans elevation, finishes, specifications of construction methods, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, colors, designs, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of the Lambeth Estates Homeowners' Association or designee. Said approval in writing shall not be required with respect to the construction upon any lot or parcel after midnight, October 15, 1996; except the requirement for conformity and harmony of external design, external color and finishes, and general

quality with the existing standards of the neighborhood shall be applicable so long as those covenants are valid. If Lambeth Estates Homeowner's Association or designee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, Lambeth Estates Homeowners' Association shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by Lambeth Estates Homeowner's Association, no changes may be made in said plans and specifications without the consent of Lambeth Estates Homeowner's Association. Two members of Lambeth Estates Homeowners' Association shall sign all approved plans as required by this declaration.

(g) Fences. No fencing is to be installed on side of house extending beyond the rear. Fencing will be permitted in rear of property and attached to rear of house. All fencing (style, color, etc.) must be approved in writing by Lambeth Estates Homeowner's Association

(h) Square Footage. The minimum square footage on each home constructed shall be as follows: ranch one story, 1800 square feet; one and one-half story, 2000 square feet; and two stories, 2,200 square feet.

(i) Garage. All houses must have a two (2) car garage enclosed with overhead doors.

(j) Additional Buildings or Structures. Any building or structure which is added to or constructed apart from the main residence must conform to the design and exterior of the main residence on said lot, and said building or structures must be approved by the Lambeth Estates Homeowner's Association.

(k) No Dwelling. No dwelling is to be used for a church, school, kindergarten, day care center—no business that would permit or require the general public constant access to subdivision is permitted without prior approval by the Lambeth Estates Homeowners Association.

(l) Finished Exterior Before Occupation. Before any house may be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Lambeth Estates Homeowner's Association so as to preserve and enhance values and to maintain a harmonious relationship among structures.

(m) 180 Day Completion. The building of a house must be completed no later than 180 days after the approval of construction loan.

(n) Architectural Guidelines. The following architectural guidelines shall be applied in general, however, Lambeth Estates Homeowner's Association reserves the right for itself or its designee to approve a design which is not strictly in conformance with these guidelines if, in the sole discretion of Lambeth Estates Homeowner's Association or its designee, that the proposed construction substantially complies with the

guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

(1) Roofing materials shall be asphalt of fiberglass or cedar shingles or shakes, and roof pitch be approved by Lambeth Estates Homeowner's Association.

(2) All dormers shall have construction plans showing proper proportion, size and all details of construction.

(3) Each plan must be individually approved for elevation, citing, color and textures of exterior materials, including retaining walls and other appurtenant structures.

(o) Exteriors. All brick and color tones for exterior of the buildings must be approved in writing by the Lambeth Estates Homeowners Association.

(p) Landscaping. All lots must be landscaped; front lot being sodded, with basic shrubs placed and rear lawn sodded, seeded or approximate ground covers. Lots that front two streets (corner lots) must be sodded on both sides to curb. (Islands still permitted.)

(2). USE RESTRICTIONS:

(a). No Refuse, Animals or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry or any kind, except that household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose.

(b). Noise or Odors. No activities shall be carried on upon any of the properties which shall create unusual noise or odors for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 8:00 a.m. the following day.

(c). Signs. No advertising signs are permitted on lots with one exception—one (1) sign either by owner or Realty Company not to exceed 18 x 24 inches in size. Lambeth Estates Homeowners Association shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder.

(d). Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Lambeth Estates Homeowner's Association or their authorized agents may, after ten (10) days notice, either delivered in person to owner by authorized agent or sent by certified mail to owner, enter upon such lot and have the grass, woods or other vegetation cut and removed when and as often as is necessary in their judgment to maintain an attractive lot. The owner shall be personally liable to Lambeth Estates Homeowners' Association for all cost incurred as described above and shall be a

permanent charge and lien upon such lot, enforceable by Lambeth Estates Homeowner's Association by appropriate preceeding at law or in equity. All cost incurred by Lambeth Estates Homeowner's Association on behalf of such owner shall be reasonable.

(e) Air Conditioners. No air condition window units are to be installed on front or side of house.

(f) Radio and Television. Any and all Television, Radio, Satellite dishes and Antennas must be no larger than 18' inches diameter and should be located in the rear of house, not visible from the street.

(g). Outside Buildings. No outside buildings (garage, storage room, dog houses, or utility building, either permanent or temporary) are to be placed or constructed on lot without prior written approval of the Lambeth Estates Homeowners Association. No temporary house, shack, or tent shall be erected or places on lot.

(h) Mailbox and Post. All mail boxes and post must be the standard size and approved by the Lambeth Estates Homeowner's Association. All paper boxes must be located on mail box post—all house numbers are to be posted in appropriate places on mail box.

(i) Parking Vehicles. No truck, campers, motor homes, trailers, boats, <sup>APK</sup> equipment or other vehicles shall be parked on the street for any extended period of time (overnight). All vehicles must be placed on the lot and not visible from the street.

(j) Garbage & Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and said containers shall be kept in a location not visible from the street except on days designated for trash collection or pickup. All equipment for disposal or storage or such material shall be kept in a clean and sanitary condition.

(3). ENFORCEMENT. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, shall be punishable by civil or criminal action against said person or entities and any person entitled to protection under these covenants may proceed at law or in equity or any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damage for such violation.

(4) LIQUIDATED DAMAGES. Any owner violating this covenant or permitting the covenant to be violated by a person occupying his or her premises agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day of the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

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

(6) NO WAIVER. The failure of Lambeth Estates Homeowner's Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provision or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenants, conditions, provisions or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by Lambeth Estates Homeowner's Association of any term, covenants, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by Lambeth Estates Homeowner's Association or its designee.

(7) ZONING. Zoning regulations applicable to property subject to this declaration shall be observed. In the event any conflict between any provision of such zoning regulations or restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

(8). AMENDMENTS. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Rockdale County, Georgia land records.

In addition to the above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least fifty-one (51%) percent of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested. Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal

National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

(9). DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually, yet shall be subject to the provisions of the Official Code of Georgia Annotated, Section 44-5-60 with regards to termination.

IN WITNESS WHEREOF, the undersigned officers of LAMBETH ESTATES HOMEOWNERS ASSOCIATION, INC., hereby certify that the above AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS were duly adopted and approved by the required majority of the Association and its membership.

This the 16<sup>th</sup> day of MAY, 2006.

LAMBETH ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Robert H. Adlee [SEAL]  
President

Attest: Henry J. [Signature] [SEAL]  
Vice-President

[CORPORATE SEAL]

Sworn to and subscribed to before me this 16 day of May, 2006.

[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires:



N.P  
SEAL

