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REC. BK. 181-T  
PG. 689

WEINER, SHEAROUSE, WEITZ,  
GREENBERG & SHAWE  
14 E. STATE STREET  
P. O. BOX 10105  
SAVANNAH, GEORGIA 31412-0305

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

96 OCT 25 PM 1:53

RE-RECORDED TO ADD CLEAN PAGE 14

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
VILLAGE OF WILD HERON PROPERTY OWNERS ASSOCIATION, INC. 689511

THIS DECLARATION, made on the date hereinafter set forth by Triple Crown Developers, Inc., a Georgia corporation, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Chatham, State of Georgia, which is more particularly described as the Village of Wild Heron Subdivision as shown on that certain subdivision map prepared by Freeman & Vaughn Engineers and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 165, Page 28.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, 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" shall mean and refer to the VILLAGE OF WILD HERON PROPERTY OWNERS ASSOCIATION, INC., S.G.C.C. GA. successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions

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CLERK, S.G.C.C. GA.

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42.00

WEINER, SHEAROUSE  
WEITZ, GREENBERG  
& SHAWE  
P.O. BOX 10105  
SAVANNAH, GEORGIA  
31412

42.00

595747A001 10/25/96TOTAL

thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the Area of the subdivision saving and excepting therefrom all of the individual lots to be conveyed to the property owners and the streets and rights-of-way to be dedicated to Chatham County. All of which will more particularly appear on the Subdivision Map to be recorded contemporaneously herewith. The Common Area shall be conveyed to the Association free and clear of encumbrances at the time the first lot is conveyed to an Owner.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" or "Developer" shall mean and refer to TRIPLE CROWN DEVELOPERS, INC., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Development" shall mean the Village of Wild Heron, Chatham County, Georgia, a subdivision of single family lots.

Section 8. "Unit" shall mean a completed fee simple home constructed on an individual lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any

691  
public agency, authority, or utility for such purposes and  
subject to such conditions as may be agreed to by the members. 513

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. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, 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.

### 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 which 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 shall be entitled to one vote for 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 and shall be entitled to three (3) votes for each Lot owned. 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 equal the total outstanding votes in the Class B membership; or,

514  
692

(b) Seven (7) years following conveyance of the first Lot to an Owner. Thereafter, the Class B member shall become a Class A member.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, 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, 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; provided, however, that the Declarant shall be exempt from such assessments for a period of one year from the date of the recording of this Declaration or the occupation of a lot by a tenant, whichever shall occur first. The 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 successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1997, the maximum annual assessment shall be One Hundred and No/100 (\$100.00) Dollars per lot, which shall be paid annually.

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& SHAW  
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31412



(a) From and after January 1, 1997, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership. 515

(b) From and after January 1, 1997, the maximum annual assessment may be increased above five (5%) per cent 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 an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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 fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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 Sections 3 and 4 shall be sent to all members not less than thirty (30) 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 to cast sixty (60%) per cent 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.

694 Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The Board of Directors of the Association shall promptly advise each Lot Owner in writing of the estimated annual amount of the assessment for each Lot as so determined by the Board of Directors and shall furnish each home Owner with a copy of the budget on which such estimate is based and, upon request shall furnish a copy of such budget to the mortgagee of such Lot. If the said estimated amount proves inadequate for any such year for any reason, including nonpayment of any Lot Owner's assessments, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

The assessments provided for herein shall be established on the assessment year basis unless and until the Board of Directors of the Association elects to establish a different and/or more frequent assessment period. The assessment obligation shall commence as to each Lot at such time of closing of the sale of each Lot or upon delivery of possession of the Lot to its purchaser, whichever shall occur first. The first year's assessment for each Lot shall be adjusted according to the number of days remaining in the assessment year after the date of such issuance and shall be paid by the Owner to the Association at closing. Assessments for unsold units shall commence one hundred eighty (180) days after issuance of a certificate of occupancy for each respective unit.

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 on a specified Lot have been paid. 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.

Section 8. Effect of Non-payment of Assessments:  
Remedies of the Association. Any assessment not paid within

695

fifteen (15) days after the due date shall incur a five (5%)  
Percent late penalty. 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 nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any deed to secure debt or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to deed to secure debt or mortgage foreclosure or any proceeding in lieu thereof, 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 assessment thereafter becoming due or from the lien thereof. Nor shall any sale or transfer relieve any Owner from personal liability for any unpaid assessments.

ARTICLE V

LAND USE AND BUILDING TYPE

Section 1. No structure on a lot shall be used for any purpose other than private residential use.

Section 2. Only one single family dwelling, not to exceed two stories in height shall be erected on a lot.

Section 3. Any structure erected upon a lot shall be fully completed within twelve (12) months from the date construction is commenced on said structure.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of

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external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designed committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any twenty (20) year term or any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75%) percent of the Owners. A termination must be recorded.

Section 4. Information. The Association is required to make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, or deed to secure debt

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current copies of the Declaration, By-Laws, other rules concerning the Development and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage or deed to secure debt is entitled, upon written request, to a financial statement for the preceding fiscal year of the Association.

Section 5. Contracts. The Association, prior to passage of control, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any contract or lease without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto; provided, however, that no contract shall be terminated prior to the end of its initial term, which initial term shall not exceed one (1) year.

Section 6. Emergency Repairs. The Association shall have a reasonable right of entry upon any Lot to make any emergency repairs and to do other work reasonably necessary for the proper maintenance/ operation of the Development.

Section 7. Permits. The Association shall have the right to grant permits, licenses and easements over the Common Area for utilities, road or other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

Section 8. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any one Lot upon which there is a first mortgage or deed to secure

debt held, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency of assessments or charges owed by a owner subject to a first mortgage or deed to secure debt held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 9. Recreational Facilities. Any facilities constructed within the Common Area of the Development submitted to this Declaration shall be owned by the Association and the Board of Directors shall have the right to promulgate Rules and Regulations of the use of such facilities by the Owners.

Section 10. Easement. Declarant hereby reserves for itself, its agents, assigns, invitees and designees, an easement of ingress and egress for pedestrian and vehicular access across the streets, roads and Common Areas of the Property and a blanket easement for the construction and repair of utilities upon the Property.

#### ARTICLE VIII

##### RESTRICTIONS ON GENERAL USE

The use of the Lots shall be in accordance with the following provisions:

##### Section 1. Dwelling Quality and Size.

(a) All dwellings shall not have less than 1,500 square feet of heated area.

(b) No dwelling shall be erected on a Lot which does not include a parking space consisting of a durable surface which measures at least 10 feet by 25 feet and is sufficient in size to park at least one automobile, and a durable surface driveway connecting said parking space with the street.

(c) No building shall be located on a lot except within the building setback lines as shown on the Subdivision Map.

(d) No improvements may be placed in or upon land reserved for easements as shown on the Subdivision Map.

Section 2. No Subdivision. No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof separately sold, leased, rented or otherwise transferred. No structure of a temporary character, trailer, basement, tent, shack, or other outbuilding shall be erected or used as a residence or for any other purpose of any portion of the Property at any time.

Section 3. Obstruction Of Common Area. There shall be no obstruction of Common Area, nor shall anything be stored in the Common Area without the prior written consent of the Board of Directors.

Section 4. No Hazardous Materials. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on any portion thereof, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in the cancellation of insurance on any portion thereof, or which would be in violation of any law. No waste will be permitted on the Common Area.

Section 5. Easements. No title to land in any street is intended to be conveyed or shall be conveyed to the Grantee under any Deed, or to the Purchaser under any contract of purchase, unless expressly so provided in such Deed or contract of purchase. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Map. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained on any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to the

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Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereafter be reserved. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designed above or on the recorded Subdivision Map.

Section 6. Nuisances. No noxious or offensive activity shall be maintained or carried on any Lot or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other Owner or occupant. No Owner shall make or permit any disturbing noise on the Property, or any portion thereof, by himself, his family, servants, guests, tenants or lessees, nor do or permit anything by any of such persons that will interfere with the rights, comfort or convenience of other Owners. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 7. Advertising Signs. All "For Sale", "For Rent", or "For Lease" signs placed by any Owner on any part of the Property or in any building therein will conform to such regulations which specify size, shape, color and placement as may be adopted by the Board of Directors, but in no event will any sign be larger than eighteen inches (18") by twenty-four inches (24"). No other window displays or advertising shall be maintained or permitted on any Lot; provided, however, that Declarant and his duly authorized agents, representatives and employees shall have the right to maintain advertising, office, model and for sale signs on the Property so long as Declarant owns any undeveloped property or Lot for the purpose of sale.

Section 8. Garbage Containers. 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. All such containers shall be kept in a clean and sanitary



condition. If such containers are visible from the street, they must be kept in an area enclosed by a fence or well-maintained landscaped hedge.

Section 9. Livestock and Poultry. No animals, <sup>523</sup> livestock, or poultry of any kind shall be raised, bred, or kept on a Lot, except that no more than three (3) dogs and no more than five (5) cats may be kept on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose. All animals must be confined to their Owner's Lot.

Section 10. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

Section 11. Satellite Dishes. No satellite dish having a diameter of more than twenty-four (24") inches or antenna shall be erected, placed, or altered on any Lot within the Subdivision and in no event shall more than one satellite dish be erected, placed, or altered on any Lot within the Subdivision. Such satellite dishes shall not be visible from the street.

Section 12. Mailboxes. All mailboxes and mailbox posts will be of a uniform design and color as determined by the Developer, but will be maintained by the Lot owners. No other mailboxes will be allowed within the Subdivision.

Section 13. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between three (3) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines 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 limitation shall 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 shall be permitted to remain within such distances or such

702

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intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. Basketball Goals. No basketball goals shall be erected on any streets in the Subdivision or within thirty-five (35) feet of the front boundary line of any Lot.

Section 15. Parking. No motor vehicles shall be parked on any unpaved areas within the Subdivision. No commercial vehicles shall be parked in the Subdivision, except on a temporary basis. All boats, trailers and recreational vehicles shall be parked in carports, garages or in rear yard areas, out of sight of public streets.

Section 16. Fences. No fence shall be constructed closer to the front lot property line than the rear corner of any residence. No rear fence shall be higher than five (5) feet in height and shall be of a material which will be constructed of four by four treated black painted posts with wire connections and vegetation planted along such wires. Picket fences may be constructed and installed on the front property line of each lot. The height and design of the picket fence must be approved by the Architectural Committee in accordance with Article VI herein.

Section 17. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional restrictions, rules and regulations governing the use of the Common Area, as deemed necessary to insure the protection and beneficial enjoyment thereof by all Owners. The Board of Directors shall be empowered to enforce compliance with the provisions of this Declaration, the By-Laws of the Association and any rules and regulations adopted by it.

#### ARTICLE VIII

##### CONDEMNATION, LOSS OR DESTRUCTION

Section 1. Condemnation. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Area, or any part

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thereof. For such purpose, the Owners hereby appoint the  
Association as attorney-in-fact. In the event of such a taking,  
the award or proceeds of settlement shall be payable to the  
Association for the use and benefit of the Owners and their  
mortgagees as their interest may appear. 525

Section 2. Partial Loss or Destruction. The  
Association shall represent the Owners in any proceedings, claims  
or negotiations in connection with partial loss or destruction of  
the Common Area. For such purpose, the Association is named by  
the Owners as attorney-in-fact. In the event of any such partial  
loss or destruction, any award or proceeds of settlement shall be  
payable to the Association for the use and benefit of the Owners  
and their mortgagees as their interests may appear.

ARTICLE IX

MODIFICATION

By recorded supplement, this Declaration may be  
modified:

(1) By Declarant until such time as Declarant shall  
have relinquished control of the Association as provided herein,  
except that any modification concerning termination of the legal  
status of the development or adding or amending material  
provisions as described in paragraph (2) hereof shall require the  
requisite consent described in paragraph (2) hereof; and,  
thereafter;

(2) By the affirmative action of seventy-five (75%)  
per cent of the votes of the Association at a meeting called and  
held in the manner prescribed in the By-Laws for amendments  
thereof; provided, however, that the consent of Owners to which  
at least seventy-five (75%) per cent of the votes of the  
Association are allocated and the approval of the lenders holding  
Deeds to Secure Debt on Lots which have at least seventy-five  
(75%) per cent of the votes of Lots subject to Deeds to Secure  
Debt shall be required to terminate the legal status of the  
Development. Provided further, however, the consent of the  
Owners of Lots to which at least seventy-five (75%) per cent of

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votes in the Association are allocated and the approval of lenders holding Deeds to Secure Debt on Lots which have at least fifty-one (51%) per cent of the votes of Units subject to Deeds to Secure Debt shall be required to add or amend any material provisions to this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Votes;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of Common Area or Lots;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair;
- (g) Expansion or contraction of the development or the addition, annexation or withdrawal of property to or from the Development, except as provided hereinbefore;
- (h) Boundaries of any Lot;
- (i) The interest of the general Common Area;
- (j) Convertability of Lots into Common Area or Common Area into Lots;
- (k) Leasing of Lots;
- (l) Imposition of any right of first refusal or similar restriction on the right of Lot Owners to sell, transfer or otherwise convey his or her Lot;
- (m) Any provisions which are for the express benefit of lenders, holders, insurers or guarantors of First Deeds to Secure Debt.

(3) Any addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any lender who receives a written request to approve additions or amendments and who does not deliver or post to the requesting

party a negative response within thirty (30) days shall be deemed  
to have approved such request.

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IN WITNESS WHEREOF, the undersigned, being the  
Declarant herein, has hereunto set his hand and affixed his seal  
this 22nd day of OCTOBER, 1996.

TRIPLE CROWN DEVELOPERS, INC.

By: [Signature]  
Title: President

Attest: [Signature]  
Title: Secretary

Executed in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

BETTY B. SHAW  
Notary Public, Chatham County, Ga.  
My Commission Expires June 25, 2000



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NER, SHEAROUSE  
TZ, GREENBERG  
& SHAW  
P.O. BOX 10105  
ANNAM, GEORGIA  
31412

STATE OF GEORGIA     )  
                                  )  
COUNTY OF CHATHAM)

FIRST ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VILLAGE OF WILD HERON PROPERTY OWNERS  
ASSOCIATION, INC.  
(DEED RECORD BOOK 181-T, PAGE 689 AND 182-F, PAGE 511)

THIS FIRST ADDENDUM to the Declaration of Covenants, Conditions and Restrictions for Village of Wild Heron Property Owners Association, Inc. is made and entered into this 19th day of December, 1996 by TRIPLE CROWN DEVELOPERS, INC., a Georgia Corporation, and WILLIAM D. FAWCETT, who are all of the owners of the lots in Village of Wild Heron Subdivision as shown on that certain Subdivision Map prepared by Freeman & Vaughan Engineers and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 16-S, Page 28.

The original Declaration of Covenants, Conditions and Restrictions for Village of Wild Heron Property Owners Association, Inc., recorded in Deed Record Book 181-T, Page 689 and Deed Record Book 182-F, Page 511, is hereby amended as follows:

To Article VIII, Restrictions on General Use, is added a new Section 18, Above Ground Swimming Pools, as follows:

“Section 18. “Above Ground Swimming Pools.” No above ground swimming pool shall be constructed, located, installed, or permitted upon the lots in the Subdivision.”

All of the remaining terms and conditions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all of the lot owners in Wild Heron Subdivision, have set their hands and affixed their seals the day and year first above written.

TRIPLE CROWN DEVELOPERS, INC.

By: *Mark J. Gray*  
Title: *President*

Attest: *Burt H. Boyer*  
Title: *Secretary*

Executed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

*William D. Fawcett* (L.S.)  
WILLIAM D. FAWCETT

Executed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

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STATE OF GEORGIA )  
 )  
COUNTY OF CHATHAM)

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*Susan D. Frouse*  
DEP. CLERK

SECOND ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VILLAGE OF WILD HERON PROPERTY OWNERS  
ASSOCIATION, INC.

(DEED RECORD BOOK 181-T, PAGE 689, 182-F, PAGE 511 AND 182V, PAGE 605)

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THIS SECOND ADDENDUM to the Declaration of Covenants, Conditions and Restrictions for Village of Wild Heron Property Owners Association, Inc. is made and entered into this 13th day of October, 1997 by TRIPLE CROWN DEVELOPERS, INC., a Georgia Corporation, and WILLIAM D. FAWCETT, who are all of the owners of the lots in Village of Wild Heron Subdivision as shown on that certain Subdivision Map prepared by Freeman & Vaughan Engineers and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 16-S, Page 28.

TOTAL 10/16/97 TOTAL 6491134001 10/16/97 TOTAL

The original Declaration of Covenants, Conditions and Restrictions for Village of Wild Heron Property Owners Association, Inc., recorded in Deed Record Book 181-T, Page 689 and Deed Record Book 182-F, Page 511, amended by First Addendum dated December 19, 1996 and recorded in Deed Record Book 182-V, Page 605, is hereby amended as follows:

188 0

BOOK PAGE

To Article VIII, Restrictions on General Use, is deleted to Section 15, Parking, and the following is placed in lieu thereof:

412

“Section 15. Parking. No motor vehicles shall be parked on any unpaved areas within the Subdivision. No commercial vehicles shall be parked in the Subdivision, except on a temporary basis. All boats, trailers and recreational vehicles shall be parked in carports or garages. No lot shall have more than one (1) curb cut for ingress and egress.”

To Article VIII, Restrictions on General Use, is added to Section 16, Fences, the following:

“No fence shall be higher than five (5) feet in height and shall be of a material which will be constructed of treated wood or vinyl and which shall be approved



by the Architectural Review Board." The second sentence in Section 16 is hereby deleted.

To Article VIII, Restrictions on General Use, is added a new Section 19, Landscaping, as follows:

"Section 19. Landscaping. At least twenty-five (25) medium size shrubs shall be maintained on the lots in the Subdivision at all times."

Article VIII, Condemnation, Loss or Destruction, and to Article IX, Modification, are hereby amended to renumber said Articles as Article IX, Condemnation, Loss or Destruction, and Article X, Modification.

All of the remaining terms and conditions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being all of the lot owners in Wild Heron Subdivision, have set their hands and affixed their seals the day and year first above written.

TRIPLE CROWN DEVELOPERS, INC.

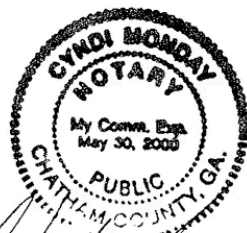
By: William D. Fawcett  
Title: President

Attest: Carol A. Whitcut  
Title: Assistant Secretary

Executed in the presence of:

Maria D. Duckhouse  
Witness

Cyndi Monday  
Notary Public



William D. Fawcett (L.S.)  
WILLIAM D. FAWCETT

Executed in the presence of:

Maria D. Duckhouse  
Witness

Cyndi Monday  
Notary Public



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