

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
THE WILLOWS AT LEGEND CREEK
as Amended on 10 January 2021

STATE OF GEORGIA
COUNTY OF PAULDING

This declaration made and published on ___1 NOV___, 1998, by Petty Development, Inc., hereinafter called “Builder”, and Devon Petty, hereinafter called “Developer”. Subsequently the original was modified by the introductions of Amendments to the “DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS THE WILLOWS AT LEGEND CREEK” by The Willows at Legend Creek Home Owners’ Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as “Association”); on 10 January 2021.

The Willows at Legend Creek, a subdivision, described as follows:

All that tract of parcel of land lying and being in Land Lot 202, 203, 204, and 205 of the 15th District, and 3rd Section, Paulding County, Georgia, and being more particularly described as The Willows at Legend Creek as shown on a plot recorded in Plat Book #189, Page #190, Paulding County, Georgia, Records, which plat is incorporated herein and made a part hereof by this reference (hereinafter referred to as “the Property”); and

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 107, 108, & 203 of the 1st District, 3rd Section, Paulding County, Georgia, as per final plat of The Willows at Legend Creek, prepared by The Crusselle Company, George Willis Crusselle, Georgia Registered Land Surveyor No. 1373, dated March 7, 2000, and recorded in Plat Book 33, Page 40, records of Paulding County, Georgia; and

All that tract or parcel of land lying and being in Land Lots 106, 107, 203, 204 and 205 of the 1st District, 3rd Section, Paulding County, Georgia as per final plat of The Willows at Legend Creek, Phase Three, prepared by the Crusselle Company, Inc., Georgia Willis Crusselle, Georgia Registered Land Surveyor Number: 1373, dated September 6, 2001 and recorded in Plat Book ___36___, Page__90-91___, Records of Paulding County, Georgia.

All properties identified are subject to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as “covenants and restrictions”), and it has been deemed desirable for the efficient preservation of the values in The Willows at Legend Creek to create covenants and restrictions for the overall benefit of the entire development.

The following covenants, conditions, restrictions, and easements are hereby imposed on the Property:

1. DEFINITIONS:

- A. The “entry systems” and “common areas” shall consist of such signs and landscaping including sprinklers, piping, lighting, fixtures and wiring as the Developer may install as part of the original construction of The Willows at Legend Creek.
- B. Legend Creek Home Owners Association, Inc., hereinafter “Association” is a Georgia non-profit corporation. The Association shall mean every person who is the record owner of a fee or undivided fee interest in any residential lot in The Willows at Legend Creek shall be deemed to have a membership in the Association.
- C. The giving of such an interest shall not terminate a membership. Membership rights and responsibilities shall be as set out herein.
- D. “Owner” as referred to in Section II below shall mean permanent record holders of a fee or undivided fee interest in a lot in The Willows at Legend Creek who have purchased said lot for the purposes of residing therein or who have purchased said lot for the purposes of leasing the permanent dwelling located thereon.

2. RIGHTS AND RESPONSIBILITIES OF MEMBERSHIP IN LEGEND CREEK HOME OWNERS ASSOCIATION, INC.

- A. **Voting**. The Association shall have one (1) class of membership Class “A” as follows:
 - 1. Class “A” members shall be entitled on all issues to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the lot’s vote shall be suspended in the event more than one person seeks to exercise it.
 - 2. The members of the association, having the right to vote as defined herein, shall meet from time to time for the purposes and by such actions as may be required and/or stated herein.

B. Assessments.

1. Each owner agrees to pay to the Association regular and special assessments as the Association may determine to be reasonably necessary for the maintenance, operation, and upkeep of the entry systems. All such assessments, together with interest at the highest allowable under Georgia Law relating to usury for residential real estate costs, a late charge in the amount of the greater of ten (\$10.00) dollars or ten (10%) percent of the amount past due, and reasonable attorney's fees actually incurred, shall be a charge on the land and continuing lien upon the residential lot and shall also be the personal obligation of the owner of the lot at the time the assessment fell due. The lien created hereby shall exist in favor of the Association. No recorded notice of lien other than this Declaration shall be necessary to render such lien enforceable. The Association may bring an action at law against the owner personally obligated to pay the same. Once the annual assessment has commenced as to any lot, no owner of such lot may waive or otherwise escape liability of such lot or by failure or inability to utilize any of the services provided through the Association with respect to such lot. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which judicial liens on real property may be foreclosed in Georgia. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable by the Association. Upon default in the payment of any one or more the installments of any assessments, the Association may accelerate the remaining installment payments and declare the entire balance of said assessment then due and payable in full. In any suit to recover assessments, the owner shall be required to pay the cost and fees actually incurred. The owner shall also be required to pay the Association any assessments against the lot which shall become due during the period of the suit.
2. *Rights of Mortgagees.* The lien of the assessment provided in this Section shall be prior and superior to all other liens except only (i) ad valorem taxes; (ii) the lien of a first or second mortgage, if any; to which a lot is subject (iii) the lien of any mortgage recorded prior to the recording of this Declaration; and (iv) any other lien given by Georgia Statutory Law.
3. No sale or transfer shall relieve the lot owner from liability for any assessment thereafter becoming due on the lot after the sale or transfer thereof. Each owner shall be personally liable for his or her own portion of each assessment coming due while he or she is the owner of a lot, and his or her grantee shall be jointly and severally liable for such portion

thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgage holder taking title through foreclosure proceedings.

4. Each lot shall be assessed an equal share of the total assessment which shall be paid in such manner and on such dates as may be fixed by a vote of the majority of the members of the Association at a meeting held for that purpose. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, to pay the costs of the improvements and maintenance of the entry systems of the lots situated upon the property, and for such other purposes as the Association may determine.
5. The annual assessments to be levied by the Association shall be equal for all lots. The current annual assessment to be levied during a calendar year shall be Three-Hundred and Fifty (\$350.00) Dollars per lot per year. The original Purchaser of an improved lot, at the time of closing of the permanent loan, shall pay an initiation fee of One-Hundred (\$100.00) dollars. Prior to the end of each fiscal year, the Association shall meet for the purpose of establishing a new annual budget, and new assessments by a majority vote of the members of the Association present thereto. Written notice of the annual assessment shall be sent to each Owner. The due date of the annual assessment shall be January 30th of each year or as established by the members of the Association by a simple majority vote at a meeting held for such purpose.
6. If during the fiscal year, the Association shall determine by a majority vote at a meeting called for such purpose that the Association will require additional funds for the current fiscal year to perform its duties under the Declaration, the Association may levy a special assessment which shall apply to all lots. The Association shall send to each owner notice of such special assessments and the reason therefor at least thirty (30) days before the due date of such special assessments. In addition, should any owner fail or refuse to take any action which is, under the Declaration, or any rules and regulation promulgated by the Association, the responsibility of such owner, and should the Association take such action on behalf of such owner, or otherwise incur any expense because of such owners failure of refusal to act, any expenses so incurred by the Association shall constitute a special assessment against such owner's lot and shall be immediately due and payable by said owner.

7. The current annual assessments as stated in 2 (B)(5) are intended to cover the costs of maintaining landscaping and entry systems installed by the Developer. So long as the charges for the landscaping, yard maintenance services, electricity and water for the entry systems are computed on a per-lot basis, the portion of the annual assessment for any lot attributable to the landscaping maintenance service shall commence as of the date of the formation of the Association as provided in Section IV below.
8. It shall be the duty of the Association by a majority vote of the members present at a meeting held for such purpose to prepare and to adopt a budget conveying the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Association shall cause the budget and the assessments to be levied against each lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. Notwithstanding the foregoing, however, in the event the Association fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.
9. In addition to the other assessments authorized herein the Association may levy special assessments in any year. Special assessments shall be paid as determined by the Association and the Association may permit special assessments to be paid in installment extending beyond the fiscal year in which the special assessment is imposed. Any such assessment shall be approved by a majority of the voting members present at a meeting held for such purpose.

C. Operation and Maintenance of Landscaping and Entry Systems.

The Association shall accept the conveyance of all easements and/or common areas aforementioned herein upon deliverance of such conveyance by the Declarant or its Successors. The Association shall be responsible for the exclusive management and control of the entry systems, including, but not limited to, the obligation to repair, maintain, insure, and keep in proper operating order the entry systems, and entry systems maintenance and landscaping. The nature and level of services shall be as the Association shall reasonably determine in the exercise of sound business judgment by a majority of the voting members present at a meeting held for such a purpose.

3. RESIDENTIAL USE OF PROPERTY. All lots shall be used only for residential purposes and no business activity shall be carried on or upon any lot at any time, except with the written approval of the Architectural Control Committee as defined herein.

4. FORMATION OF THE LEGEND CREEK HOMEOWNERS' ASSOCIATION, INC. AND ARCHITECTURAL CONTROL COMMITTEE.

A.

1. The Legend Creek Homeowners' Association, Inc. is formed of those persons identified in Section 1 (B) and Section 1 (C) above who qualify as members of the Association at the happening of either of the events described above and those members shall assume the rights and responsibilities of the Association as outlined in Section 2 above; and the Association shall have the power to promulgate rules and regulations in addition to those stated herein as its members shall decide. The members shall be authorized to elect officers to carry out the functions and to enforce rules promulgated by the Association. After the formation of the Association, each such member shall thereafter be responsible for any and all assessments attributable to said member's lot provided in Section 2 above.

B. Architectural Control Committee. The "Architectural Control Committee" shall mean, as follows: The Willows at Legend Creek having been fully developed, permanent improvements constructed thereon, and sold to permanent residents, Legend Creek Homeowner's Association, Inc. shall have the right, power and authority by a majority vote of the members of the Association at a meeting held for such purpose to establish a successor Architectural Control Committee from time to time from its own members and to prescribe rules and regulations pursuant to which such Committee shall act in addition to the powers granted herein.

5. REVIEW AND APPROVAL OF PLANS. No building, fence, wall, or other structure shall be commenced, erected, or maintained on any lot, nor shall any exterior addition to or alteration herein be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in the event if no suit to enjoin the addition, alteration of change has been commenced prior to the completion thereof, approval by the Architectural Control Committee will not be required. Neither Developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural

Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer, nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specification for approval under this Section, or to any owner of the property affected by the Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees by submission of such plans and specifications, and every owner of any lot agrees that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for such damage.

6. BUILDING CONSTRUCTION. Not more than one (1) single family dwelling, not to exceed two and one-half (2 ½) stories in height, shall be erected on any lot unless otherwise approved, in writing, by the Architectural Control Committee.

7. SETBACKS AND BUILDING LINES.

- A. Each dwelling which shall be erected on any lot shall be situated on such lot in accordance with the building and setback line shown on the recorded plat thereof. In no event shall any dwelling be erected and located upon any such lot in a manner which violates or encroaches upon the building and setback lines shown on the recorded plan thereof.
- B. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear corner of the residential dwellings unless the same be retaining or masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Section V. The exposed part of retaining walls shall be made of clay, brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. Privacy fencing shall be of wood and no greater than six (6) feet in height. Any variance in material is subject to the approval of the Architectural Control Committee. At no time shall chain link fencing be used on any lot for aesthetic or structural reasons.
- C. For the purpose of determining compliances or noncompliance with the foregoing, building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee, provided all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of any adjacent owner.

- 8. BUILDING REQUIREMENTS.** The ground floor living areas of the main structure, exclusive of the open porches, garages, carports and breezeways, shall be not less than 1,400 square feet for a one-story building including split-level dwellings. Each home constructed shall have an enclosed garage.
- 9. OBSTRUCTION OF VIEW AT INTERSECTION.** The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections or on roadways which impedes view of traffic. Parking of cars, trucks, trailers, or any other vehicle is not permitted along roadways during peak hours of school bus operations, or during any extended period of time. This also prohibits overnight parking of the same vehicles mentioned above for more than one night at any time.
- 10. DELIVERY RECEPTACLES AND PROPERTY IDENTIFICATION MARKERS.** The Architectural Control Committee shall have the right to approve the location, color, design, size, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers. Initial receptacles are supplied by the builder and shall remain the same design, color, size and letter for all time. The Architectural Control Committee plus a majority vote by the owners may change the design, color, size, and lettering of receptacles used. All owners must then change out to the newly voted on receptacles. A special assessment may be used to purchase receptacles in bulk at a discounted rate.
- 11. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES.** No structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.
- 12. COMPLETION OF CONSTRUCTION.** The Association and/or the Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement or construction.
- 13. LIVESTOCK.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions and must conform to all county regulations and leash laws.

14. OFFENSIVE ACTIVITIES. No noxious, offensive or illegal activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance or cause unsanitary conditions to the owners of other lots in The Willows at Legend Creek.

15. SIGNS. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot except a professional sign over one (1) square foot in size and a sign not more than five (5) square feet in area may be used to advertise the property for sale or rent.

This restriction shall not apply to signs used to identify and advertise the subdivision as a development and construction period provided such signs are approved by the Architectural Control Committee.

Also, the provisions of this section shall not apply to anyone who becomes the owner of a lot as Purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

Signs which are used for celebrations such as holidays, births, graduations, and similar celebrations are not subject to this restriction, provided the signs are removed within two weeks of their erection on any lot or community property area or at a time determined by the Architectural Control Committee if determined to be needed longer.

16. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITY SERVICE. Trees which have grown as a natural process (not planted by a homeowner) which have diameters in excess of six (6) inches measured two (2) feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with prior approval, in writing, of the Architectural Control Committee.

Garbage cans shall not remain curbside at the street for prolonged periods (more than 72 hours) of time.

No buried fuel tanks, clothes lines, or above ground pools will be allowed.

17. ANTENNAE. No radio or television transmission or reception towers or satellite dish antennae shall be erected on the property. In no event shall free standing transmission or receiving towers be permitted to include satellite dishes, unless approved in writing by the Architectural Control Committee.

18. TRAILERS, TRUCKS, SCHOOL BUSES, BOATS, BOAT TRAILERS. The parking of buses, tractor trailers, and any other large obstructive vehicle within The Willows at Legend Creek for any period of time, including overnight is prohibited.

Trailers that are in the capacity of a size less than 10 feet in length, may be allowed under written approval containing strict guidelines and pre-determined instruction of said request from the Architectural Control Committee.

Boats, boat trailers, and campers will be required to have written pre-approval from the ACC for any storage, parking, and/or maintenance of these vehicles. All such approvals will require documented request, and approval from the ACC.

Any violation of these approvals may result in a recall of said approvals, and the item in question will be prohibited to be on HOA grounds. Any approval from the ACC allowing any item mentioned above, must adhere to discretion of location, maintaining an attempt to screen, and discreetly shielding each and every item at all times. At no time may the allowance for any item disrupt the balance between or negatively impact the aesthetics of the neighborhood.

- 19. GARBAGE AND REFUSE DISPOSAL.** No lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or material is found on any lot, the same will be removed by the lot owner of such lot, at the owner's expense, upon written request of the Architectural control Committee and/or the Association.
- 20. CHANGING ELEVATIONS.** No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots, unless approved in writing by the Architectural Control Committee.
- 21. SEWAGE SYSTEM.** Sewage disposal shall be through the septic tank.
- 22. WATER SYSTEM.** Water shall be supplied through municipal system or type approved by appropriate state agencies.
- 23. UTILITY FACILITIES.** Developer reserves the right to approve the necessary constructions, installation and maintenance of utility facilities, including, but not limited to water, telephone and sewage systems within this proposed area which may be in variance with these restrictions.
- 24. MODEL HOMES.** Developer, as well as any builder of homes in The Willows at Legend Creek, shall have the right to construct and maintain model homes on any of the lots.
- 25. EASEMENTS.** Lots subjected to this Declaration shall be subject to those easements, if any, as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved more than six (6) feet of each side line of each lot and over the rear ten (10) feet of each lot and subjected to this

Declaration. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

26. DRIVEWAYS AND ENTRANCE TO GARAGE. All driveways and entrances to garages shall be concrete or substance approved in writing by the Architectural Control Committee and of uniform quality.

27. OTHER PROPERTY. Without further assent or permit, Developer, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as part of The Willows at Legend Creek by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

28. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefits of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration filed for record in the Office of the Clerk of the Superior Court of Paulding County, Georgia, after which time said covenants and restrictions shall be automatically extended for two successive period of ten (10) years unless an instrument signed by the then record owners of two-thirds (2/3) of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part.

29. AMENDMENT. It is agreed that the Developer shall have the right to change the dimensions of the lots by further amendment to the recorded plat. In the event of any such change, this Declaration of Restrictive Covenants and Restrictions The Willows at Legend Creek, as amended at any time and from time to time, shall apply to such lots as revised. This Declaration may be amended by the Developer prior to the sale of any lots. This declaration may be amended at any time thereafter and from time to time by an agreement signed by at least ninety (90%) percent of the owners of record other than Developer, of lots within The Willows at Legend Creek, during the initial thirty (30) year period of the Declarations, or thereafter, by at least seventy-five (75%) percent of the lots in The Willows at Legend Creek. No amendment to the provisions of this Declaration 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 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 for record in the Office of the Clerk of the Superior Court of Paulding 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 amendment. Every purchases or grantee of any interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

(A) This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) 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; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchase of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchase to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company, including, without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration for the sole purpose of electing to be governed by the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 et seq. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent of at least two-thirds of the Owners and the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given.

On September 10, 2020, The Association Board of Directors, As identified in Paragraph 29. AMENDMENT. Section (A) Amended this declaration for the sole

purpose of electing to be governed by the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 et seq.

(B) VA/HUD APPROVAL: As long as the Declarant has the right to appoint and remove the officers and/or directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD") for insuring or the U.S. Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community, except for unilateral annexation by Declarant as provided herein: dedication of Common Property to any public entity; merger, consolidation or dissolution of the Association; and material amendment to the Declaration, Bylaws, or Articles of Incorporation.

30. SEVERABILITY. In the event any provision of the Declaration shall be declared invalid or void by any Court, such determination by the Court shall not invalidate the entire Declaration or any provision thereof and all other such provisions of this Declaration shall remain in full force and effect.

31. ENFORCEMENT. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, or any of the same, the Developer, the Association, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, of for injunctive relief, or both; provided that those powers vested exclusively in the Association after its formation by this Declaration of Protective Covenants and Restrictions The Willows at Legend Creek shall be enforceable solely by the Association as provided herein.

32. LEASING, RENTAL. Lots/houses may be leased for residential purposes. All leases shall have a minimum term of at least one (1) year. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Covenant Declaration, Bylaws, and Rules and Regulations of the Association.

The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of non-compliance, the Board, in addition to any other remedies available to it, may evict the Tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's Property.

33. OCCUPANTS BOUND. All provisions of the Declaration, Bylaws and of any Rules and Regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

Complete Details of the Summary May be Obtained from:
Paulding County Courthouse
Deed Book 4404. Page 461-464

CROSS REFERENCE: Deed Book 805, Page 983
CROSS REFERENCE: Deed Book 931, Page 872
CROSS REFERENCE: Deed Book 1061, Page 346

Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.