

**MONTCLAIR SUBDIVISION RESTRICTIONS
 PROPERTY OF BROADWATER DEVELOPMENT CORPORATION
 TROUP COUNTY, GEORGIA**

The undersigned owner of that certain tract of land in the city of LaGrange, Troup County, Georgia, known as Montclair Subdivision, more particularly described and identified according to that plat of survey titled "Montclair," dated June 13, 1996, and prepared by J. Hugh Camp and Associates, Inc., LaGrange, Georgia, hereby covenants and agrees to restrict and by this instrument does hereby place restrictions and covenants upon said property as follows:

WHEREAS, the said subdivision is intended for residential purposes only.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in said subdivision, Broadwater Development Corporation ("Developer") does hereby impose the following protective and/or restrictive covenants which shall be applicable to all lots contained in the said subdivision Troup County, Georgia, as shown on above plat, recorded in Plat Book 20C, Page 101, Clerk's Office, Troup Superior Court (the "Plat").

A. RESIDENTIAL AREA COVENANTS

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed on any lot other than one detached single family dwelling not to exceed two and one-half stories in height together with a private garage, swimming pool, or bathhouse, including basements or garages contained in basements.

A-2. ARCHITECTURAL CONTROL. No building, fence, wall, porte cochere, swimming pool or any other improvement or structure shall be erected, placed, or allowed to remain on any lot in said subdivision unless and until the lot owner shall submit to the Architectural Control Committee one (1) set of complete, final detailed construction plans and specifications showing the nature, kind, shape, height, location, materials, exterior finishes and colors, floor plans, front, side and rear elevations, site location with respect to topography and finish grade elevation, landscape plan and ground restabilization plan, of all improvements and structures and shall have received written approval thereof from the Architectural Control Committee. The Architectural

Control Committee shall approve the type, method and color of the exterior finish and trim work. The exact location of the proposed structure shall be subject to the approval of the Architectural Control Committee. The contractor must likewise be approved in writing by the Architectural Control Committee. Said plans and specifications shall be filed permanently with the Architectural Control Committee. The architectural style of Montclair shall be limited to strictly traditional architectural designs only. The term "traditional" will include, but not be limited to, Georgian, Federal, Colonial, Victorian, Williamsburg, Country French, New England raised cottage and Louisiana low country raised cottage architectural styles, but will not include contemporary or modern styles of architecture. The use of contemporary or modern styled siding such as rustic or rough cedar siding, reverse board and batten, T-111, masonite and other pressboard siding not expressly approved by the Architectural Control Committee shall not be permitted. The construction of log homes and earth homes shall not be permitted. The use of Southern pine, white pine, cedar, cypress, mahogany and redwood that has been dressed and sized as to paint-grade will be allowed. No rough or resawn wood, regardless of type, will be permitted.

From the start of construction, after receiving approval of the plans and specifications from the Architectural Control Committee, the lot owner shall have twelve (12) months in which to complete the house. If the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt thereof, the plans and specifications shall be deemed approved. Any substantial changes in any proposed construction, or any additions thereto which might be desired by a lot owner after the initial approval by the Committee, must be resubmitted to the Architectural Control Committee for its approval or rejection in accordance with the procedure hereinabove set forth prior to the construction in regard to any such proposed changes or additions. Approval shall be as provided in Part B.

A-3. DWELLING SIZE. The floor area of the main structure exclusive of porches, garages and basements, shall not be less than 2,300 square feet of heated area.

A-4. BUILDING LOCATION. No building shall be located on any residential building plot nearer than the building setback line as shown on the Plat. No building

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shall be located nearer than 15 feet to an interior lot line, or 40 feet to a rear line. For the purpose of this covenant, eaves, steps, and open uncovered terraces shall not be considered as a part of the building. Garages and carports shall be considered buildings for the purpose of this section. Where any dwelling is constructed on two lots or one full lot and a portion of another lot, provided said new building plat shall conform to Paragraph A-5 of these covenants, said dwelling may be located on said building plot disregarding former lot lines, but must conform with the above section of this Paragraph in regard to the new exterior boundaries on the building plot as created by enlarging one of the original lots as shown on the Plat. The new lot lines made by enlarging an original lot, provided it conforms with Paragraph A-5, will govern.

A-5. LOT AREA AND WIDTH. No lot shall be re-subdivided.

A-6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

A-7. PROPERTY APPEARANCES. The owners of lots in the subdivision shall keep lots mowed and in a presentable condition. In the event a lot owner fails to comply with this restriction, the Architectural Control Committee may, after 10 days written notice by registered mail to the lot owner's last known address, cause the lot to be mowed and/or put in a presentable condition. Boats, campers, trailers and other items which would deface the property shall be parked or placed in a manner so as not to be visible from street. No lines, poles or other structures for the purpose of drying or hanging clothes shall be erected or permitted on any lot at any time. No concrete blocks, either in buildings or walls, shall be used above ground elevations unless said blocks are covered with brick veneer, stone, or stucco previously approved by the Architectural Control Committee. All fuel tanks, gas tanks or containing tanks of any sort shall be placed underground. The use of tarpaper, asphalt siding, synthetic shingles or other similar materials on outside walls of any structure is expressly prohibited. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. The minimum pitch of roofs shall be five and one-half to twelve, except the Architectural Control Committee may approve roofs with less pitch in the instances of covered porches, decks, porticos, etc. All gas and electric meters, heat

pumps or other heating or cooling devices shall be placed to the rear or side of any structure and shall be attractively hidden or screened from view. No plumbing vent shall be visible from the front street and no heating vent shall protrude to the front side of any roof. No window air conditioning units shall be installed on the front of any structure. Only masonry chimneys faced with previously approved brick, stone or stucco will be permitted. Pre-fab chimneys will not be allowed. Trees or tree limbs may not be used to support any object nor may anything be attached to trees or tree limbs.

During construction of any structure upon any lot, the lot owner shall keep the lot in a reasonably neat and clean condition. All waste material shall be removed from said lot in a prompt and efficient manner. If, during construction, any lot is not kept in a clean and neat condition, upon ten (10) days written notice, the Architectural Control Committee shall have the lot cleaned at lot owner's expense. All lots and the exterior of all improvements shall be maintained in a neat and attractive condition by and at the expense of the lot owner. The maintenance required hereby shall include, but not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building services, trees, shrubs, grass, walks, mailboxes and other exterior improvements.

A-8. TEMPORARY STRUCTURES. No mobile home or any structure of a temporary character, trailer, basement, tent, shack, barn or garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No garage apartment shall be erected on any lot prior to the completion of a residence on a lot; nor shall any garage apartment be used as a residence by any persons other than domestic servants employed by the lot owner, except, subject to approval by the Architectural Control Committee, (1) a garage apartment may be used by a member of the lot owner's immediate family or (2) as guest quarters on a temporary basis with temporary being defined as not exceeding thirty (30) days. In no event shall a garage apartment be used as rental property. The foregoing restriction shall not preclude the temporary use of a temporary building by the Developer to be used as a sales and construction office during the development of all lots in the Subdivision.

A-9. SIGNS. No sign of any kind shall be displayed to the public view on any

lot except one sign of not more than five square feet advertising the property for sale, or signs used by the builder or Developer to advertise the property during the construction and sales period. Except the Developer, reserves the right to maintain, until all lots within the subdivision have been sold, signs of any size advertising lots and homes for sale.

A-10. MAILBOXES. Mailboxes and their supports shall be of black wrought iron and shall be purchased at cost plus ten percent (10%) by each lot owner from the Developer. House numbering will be consistent on each mailbox and will be only the type available at cost plus ten percent (10%) through Developer.

A-11. FENCES AND WALLS. Prior to the construction of any fence or wall, the plans, including material to be used in construction and the type of fence or wall and the location of the fence or wall on the lot, must be submitted by the lot owner in writing to the Architectural Control Committee for approval. Fences or walls erected in the rear or side yard shall not be higher than four (4) feet, except fences erected under Sections A-13 and A-23 may have a height of six (6) feet. The intent of this provision is to insure that fence structures do not detract from the decorum of the subdivision and only decorative type fencing will be allowed. In no event shall any fence be allowed in front yards. In no event shall chain link or other types of metal fencing be allowed except as what may be approved by the Architectural Control Committee under Sections A-13 and A-23.

Approval of size, type of materials and location of walls that form courtyards and are part of the main structure and provide architectural detail will be governed by the provisions of Section A-2.

A-12. INOPERABLE MOTOR VEHICLES. The pursuit of hobbies or other activities including, but not limited to, the assembly and disassembly of motor vehicles or other mechanical devices, which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any lot in said subdivision. Disorderly, unsightly and unkept conditions shall be defined exclusively by the Architectural Control Committee. All motor vehicles belonging to or used by anyone occupying any lot shall be maintained in proper operating condition so as to not be a hazard or nuisance by noise, exhaust emissions or appearance. The overnight

parking of recreational vehicles shall be in garages or behind screened enclosures and "on street" regular parking of motor vehicles, boats, campers, trailers or motorcycles is prohibited.

A-13. SWIMMING POOLS. Absent a county, city or state ordinance or statute dealing with the fencing of swimming pools, the propounders of these covenants and restrictions reserve the right through the Architectural Control Committee to require fencing of swimming pools in accordance with fencing requirements as outlined in these restrictions, and would include the right to install chain link fence in a height not to exceed six (6) feet, if the chain link is coated in a vinyl or paint color previously approved and the coating covers all vertical and horizontal supports in the fence meshing itself.

A-14. ANTENNAS AND CABLE TELEVISION. Exterior antennas of any type, including television, radio, or satellite dish antennas, will not be allowed on any lot at any time, except as provided in this Section A-14. Miniature satellite dish antennas having a diameter of 18" or less may be used, but only after the lot owner shall have submitted an application to and received approval from the Architectural Control Committee for the use of such a miniature satellite dish. All such applications shall show the proposed color and location of the dish, which shall not in any case be visible from any street.

A-15. CARPORTS AND GARAGES. No garage shall be placed in such a manner that the open area thereof faces the public road on which the lot faces. All garages shall be equipped with doors to enclose the garage area.

A-16. DRIVEWAYS. All driveways shall be a minimum of 10 feet in width and shall be paved the entire width and length of the driveway to the house constructed on property. The driveway shall be constructed of concrete and shall not be closer than five (5) feet to any property line at any time.

A-17. SEWERAGE DISPOSAL. No individual sewerage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health, Troup County Health Department and the Georgia Water Quality Control Board. Approval of any such system, as installed, shall be obtained

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from the proper authority or authorities.

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A-18. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such material shall not be kept on any lot except in sanitary containers. All equipment for the disposal of such material shall be kept in a clean, sanitary condition, and shall be kept to the rear of any structure.

A-19. GUTTERS. Sloping roofs on all structures shall shed water into gutters except in those cases where the Architectural Control Committee shall determine that use of gutters would detract from the architectural design of the structure.

A-20. EASEMENTS. No lot owner may grant an easement to a third party over any lot in the subdivision.

Easements for installation, repair, and maintenance of utilities, including, but not limited to, storm drains, are reserved over the rear ten (10) feet of each lot and over a strip of land ten (10) feet in width along each sideline of each lot, as may or may not be shown on the Plat. The right is also reserved by Developer to prepare sloping banks, cut or fill, on a three to one slope, on all streets and roads. Drainage flows shall not be obstructed or be diverted from drainage swells, and/or utility easements as designated herein or as may appear on any plat of record. In addition to any easements specifically reserved herein, Developer reserves all easements shown on the Plat. There shall be no liability for damage to any planting, tree, structure or building which occurs as during the use of any easement reserved herein.

A-21. STREET SURFACES. Anything contained herein to the contrary notwithstanding, the Developer or the City of LaGrange may at any time raise or lower the street surfaces to conform with the grades established by the City Engineer and such action on the part of the Developer or the City shall in no way be considered as a claim against the Developer or the City for damages to abutting property. The developer assumes no responsibility for erosion or overflow of natural drains beyond the extent of the street right-of-way or for the extension of culverts beyond those points shown on the Plat.

A-22. UTILITY BUILDINGS. Utility buildings or greenhouses may be erected on the rear half of any lot; however, only after an application is submitted to the

Architectural Control Committee designating the use location and design of the building and written approval is obtained from the Architectural Control Committee. Only utility buildings or greenhouses which maintain and complement the architectural style of the house situated on the lot will be approved. The Architectural Control Committee may require appropriate screening so as to prevent visibility of the utility building or greenhouse from any other lot or the street.

A-23. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or any other household pets may be kept provided that they are not kept, bred, raised or maintained for any commercial purpose and further provided they shall be confined within the boundaries of the lot and not allowed to roam unleashed in the subdivision. No household shall be permitted to keep more than two (2) adult animals of any kind without the prior written approval of the Property Owners Association. Chain link, barbed wire, and other commercial grades of livestock and poultry fencing shall not be allowed. However, the Architectural Control Committee may approve small pens or runs having such square footage as the Architectural Control Committee shall deem appropriate. Said pens or runs shall not exceed six feet in height and may be constructed out of chain link provided that all chain link shall be coated in plastic covering or painted. The coating or paint must cover all vertical and horizontal supports and the fence meshing itself. The color of such coating or paint shall be approved by the Architectural Control Committee. A site location and plan of structure, including type of material and specifications, must be submitted to the Architectural Control Committee for approval prior to installation. The lot owner will be responsible for the maintenance and upkeep of the pen area, including the regular clean-out and removal of any waste materials. All enclosed pens shall be floored with a concrete slab in such area as may be specified by the Architectural Control Committee.

A-24. OCCUPANCY. No structure shall be occupied until it is completely finished on the exterior in accordance with the plans approved by the Architectural Control Committee, until all the yard which is visible from any street is planted with grass/or sod as outlined elsewhere in these restrictions, and the driveway paved.

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However, if weather conditions or time of year are not conducive to the completion of the landscaping, the lot owner may make written application to the Architectural Control Committee for an extension of up to ninety (90) days after the lot owner has occupied the structure to complete the landscaping.

A-25. CURBS AND SIDEWALKS. At the time of construction, any section of curbing removed for access to the lot shall be removed from the lot or removed out of view from street. At the time the driveway is constructed, the edges of the curb shall be reformed. Any curb broken or damaged during time of construction shall be repaired by lot owner.

All sidewalks damaged or cracked during construction will be repaired at lot owner's expense prior to completion of construction by lot owner.

A-26. FRONT YARD STABILIZATION The installation of myers zoysia sod grass or approved landscaping as provided for in Section A-2, shall be required in the minimum between the back of curb to the front and side foundation of any structure. Subject to approval by the Architectural Control Committee, any normal acceptable seeding method may be employed to landscape the rear yard of any lot. Notwithstanding the foregoing, the Architectural Control Committee may approve a natural area or a buffer of trees between the street and the house. Any such natural area or buffer of trees shall be underbrushed and covered in pinestraw or approved plantings and must remain in its natural state. Trees larger than 8" must be tagged and approval for cutting must be obtained from the Architectural Control Committee. Ornamental trees such as dogwoods will require approval before cutting regardless of the size of the tree.

B. ARCHITECTURAL CONTROL COMMITTEE

B-1. MEMBERSHIP. The Architectural Control Committee is initially composed of E. DeForest Winslow, the General Officer of Developer, who shall be the permanent member. In the event of the death or resignation of the permanent member of the Architectural Control Committee, the Property Owners Association shall have the full authority to designate members of the Architectural Control Committee. Neither the permanent member of the Architectural Control Committee nor his designated

representative shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) lots within the subdivision are sold or transferred by the Developer the permanent member may appoint four (4) additional members to the Architectural Control Committee from among the owners of lots within the subdivision, or their spouses.

B-2. PROCEDURE. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove a request within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, then these covenants shall be deemed to have been fully complied with approval will not be required.

B-3. PERMITS. All plans and specifications required to be approved by the Architectural Control Committee shall be submitted and approved prior to obtaining any building permit or other authorization for construction from any local governmental authority, and prior to the commencement of the construction of any improvements on the lot. Each lot owner consents to entry of a restraining order and permanent injunction to enjoin and restrain construction of any improvements on any lot owned by such lot owner if the approval required under these restrictions has not been obtained in the manner herein provided.

C. PROPERTY OWNERS ASSOCIATION

C-1. THE GEORGIA PROPERTY ASSOCIATION ACT. Notwithstanding anything to the contrary contained herein, all lots in the subdivision shall be governed by and in accordance with the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 et seq. as the same may be amended from time to time.

C-2. THE ASSOCIATION. For the purpose of maintaining common areas of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, by accepting a deed or contract for any lot in the subdivision agrees to and shall be a member of and subject to the obligations and duly enacted by-laws and rules of the Montclair Property

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Owners Association, Inc., a non-profit corporation (hereinafter "The Association").

Ownership of a lot in the subdivision and any future development phases thereof shall entitle the owner thereof to one vote in the affairs of the Association. The Association shall, by a majority vote, establish its by-laws, and such rules and regulations as it may desire for the organization and performance of its rights and responsibilities hereunder; provided, such by-laws, rules and regulations may be amended at any time by a majority vote of the membership. The mailing address of the Association shall be provided to each lot owner, and each lot owner shall provide the Association with the current address of the lot owner in order that all notices required hereunder and in accordance with the charter, by-laws, rules and regulations of the Association may be properly delivered and received. All notices mailed to the address provided shall be deemed to be received by the lot owner.

C-3. TRANSFER OF TITLE TO COMMON AREAS. Upon completion of improvements designated on the Plat, the Developer shall vest title to common areas and easements located within the subdivision to the Association.

C-4. COMMON AREAS AND AMENITIES. These covenants and restrictions contemplate future improvements to be owned by the Association consisting of a subdivision entrance.

The aforesaid improvements may be utilized by the owner(s) of a lot in the subdivision; provided, however, that such use may be limited and restricted by such rules and regulations as may be adopted by the Association.

C-5. ASSESSMENT. Each lot owner, Developer and their respective heirs, successors, executors, administrators and assigns agrees to pay to the Association, the prorata share of the cost required to repair and maintain the aforesaid improvements. Each lot owner's prorata share of such costs shall be that portion of the total cost required in the proportion that the number of lots owned by that lot owner bears to the total number of lots in subdivision. The initial assessment, for the calendar year 1997, shall be \$125.00 per lot, and the amount of future assessments shall be determined by the Association. The Association shall be authorized to estimate costs in advance, and bill assessments to the lot owners based upon such estimates in order that funds may be on hand to repair and maintain said

improvements.

The Developer shall defray all maintenance and repair expenses for the year 1996 which the Association is unable to pay. Assessments against lots owned by the Developer shall be payable on a quarterly basis by Developer.

C-6. LIENS. Each lot owner agrees to promptly pay such assessment within thirty (30) days of billing, therefor in the event payment is not so made, the Association may place on the Troup County Deed Records a "Notice of Non-Payment and Lien" in accordance with O.C.G.A. § 44-3-232 as amended. Said notice shall constitute a lien on the lot assessed, and, upon recording said notice, the owner thereof shall be barred from entering upon any property owned or maintained by the Association.

The personal obligation of the lot owner and the lien for assessments shall also include:

(i) A late or delinquency charge equal to ten percent (10%) of the amount of each assessment or installment thereof not paid when due;

(ii) Interest shall accrue at a rate of eight percent (8%) on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;

(iii) The costs of collection, including court costs, the expenses required for the protection and preservation of the lot and reasonable attorney's fees actually incurred; and

(iv) The fair rental value of the lot from the time of the institution of an action until the sale of the lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

Any such lien may be foreclosed in accordance with O.C.G.A. § 44-3-232 as amended. Upon payment of all such assessments and all obligations of lot owner, a release shall be filed releasing the lien and reinstating the lot owner's privilege to the use of improvements owned or maintained by the Association.

C-7. ENFORCEMENT. Enforcement rights and duties in this section shall be vested in the Association and each lot owner agrees to abide by such rules and regulations governing the use of said improvements and amenities as may be

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established by the Association. Failure to abide by such rules and regulations may constitute grounds for suspension of use privileges by such lot owner, and entry upon any property owned or maintained by the Association after such suspension will constitute a trespass under the laws of the State of Georgia.

D. DRAINAGE WAYS

D-1. Drainage ways are established extending ten (10) feet on both sides of all interior lot lines dividing the lots in the subdivision, and either the Developer, the Association or any adjacent lot owners, their agents or employees, may enter upon such drainage ways at reasonable times when necessary for the sole purpose of improving or maintaining said drainage ways in insure the adequate drainage of surface water within the subdivision. No lot owner shall cause, suffer or permit any such drainage ways to become obstructed in such manner as to cause an unusual overflow of surface water onto any adjacent property.

E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any entity, person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. 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.

E-4. AMENDMENT. These Covenants and Restrictions may be amended at any time by a vote of two-thirds of all the lot owners in the subdivision.

IN WITNESS WHEREOF, the undersigned Developer of said subdivision acting

by and through its duly elected officers has hereunto set its hand and affixed its seal
this 30th day of July, 1996.

EXECUTED IN THE PRESENCE OF:

Osate D. Hansbrough
Unofficial Witness
Susan B. McCrary
Notary Public

BROADWATER DEVELOPMENT
CORPORATION

By: _____ (SEAL)
Title: President

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TROUP COUNTY, GEORGIA
FILED IN OFFICE

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L. BOB L. WOOD
CLERK OF SUPERIOR COURT

6130
After recording return to:
DANIEL, HADDEN & ALFORD, P.C.
P. O. BOX 2249
LAGRANGE, GEORGIA 30241

RE: MONTCLAIR SUBDIVISION RESTRICTIONS AS RECORDED IN
DEED BOOK 730, PAGE 692, ET SEQ., TROUP COUNTY, GEORGIA
RECORDS

**AMENDMENT TO MONTCLAIR SUBDIVISION RESTRICTIONS,
AS RECORDED IN DEED BOOK 730, PAGE 692, ET SEQ.,
TROUP COUNTY, GEORGIA RECORDS**

The undersigned, being the owners of all of the lots contained in Montclair
Subdivision, said lots more particularly described and identified according to that
certain plat of survey recorded in Plat Book 20C, Page 101, Troup County, Georgia
Records, hereby amend the existing Montclair Subdivision Restrictions, as recorded in
Deed Book 730, Page 692, ET SEQ., as follows:

1. Section A-2 of the Montclair Subdivision Restrictions entitled
ARCHITECTURAL CONTROL is hereby amended by deleting said Section in its
entirety and substituting in lieu thereof the following new Section A-2:

"A-2. ARCHITECTURAL CONTROL.

(a) No building, fence, wall, porte cochere, swimming pool or other
improvement or structure shall be erected, placed or allowed to remain on any lot in
this Subdivision unless and until the owner of said lot shall submit to the chairman of
the Architectural Control Committee or his designee two (2) sets of complete, final
detailed construction plans and specifications showing the nature, kind, shape, height,
location, materials, exterior finishes and colors, floor plans, front, side and rear
elevations, site location with respect to topography and finished grade elevation,
landscape plan and ground restabilization plan, of all proposed improvements and
structures and shall have received written approval thereof from the Architectural
Control Committee. One (1) copy of said plans and specifications shall be permanently
retained by the Architectural Control Committee.

(b) The Architectural Control Committee must approve, in writing, and prior to
the beginning of construction and/or lot clearing, all aspects of the proposed
improvements or structures and landscaping plans, including, without limitation:

(i) the type, method and color of all exterior finish and trimwork;

(ii) the exact location of the proposed improvements or structures;

(iii) the proposed contractor.

(c) The owner must also submit to the Architectural Control Committee any other information, writings, certifications, instruments or assurances that the Architectural Control Committee may reasonably request in order to insure that the proposed improvements or structures comply with these covenants.

(d) Notwithstanding the foregoing, if the Architectural Control Committee should fail to either approve or disapprove the submitted plans and specifications within thirty (30) days after receipt thereof by the chairman of the Architectural Control Committee or his designee, the plans and specifications, as submitted, shall be deemed approved.

(e) The architectural style of structures in the Subdivision shall be limited to strictly traditional architectural designs only. The term " strictly traditional" as used herein will include, but not be limited to, Georgian, Federal, Colonial, Victorian, Williamsburg, Country French, New England raised cottage and Louisiana low country raised cottage architectural styles, or variations thereon, but will not include contemporary or modern styles of architecture. The construction of log homes and earth homes shall not be permitted. No construction of any home or building shall be permitted in the subdivision, without regard to architectural style, unless the Architectural Control Committee determines, in its sole discretion, that the appearance of such home or building will, both as to appearance and quality, be in conformity with, and harmonious with, the appearance and quality of existing homes or buildings in the subdivision.

(f) The use of Southern pine, white pine, fir, spruce, cypress, mahogany and

redwood that has been dressed and sized as paint-grade will be allowed for exterior
woodwork (as well as cedar and osmose treated pine for screen porches, decks and
trellises only), together with any other type of wood or wood substitute which is
approved by the Architectural Control Committee, whose discretion shall be absolute
in such cases. No rough or resawn wood, regardless of type, will be permitted, and
rough or resawn wood, rustic or rough cedar wood, reverse board and batten, T-111,
masonite and other pressboard products or wood substitute products shall not be used
for exterior woodwork (including but not limited to siding, cornice, soffit and exterior
trim) unless such use is specifically and expressly approved in advance, and in
writing, by the Architectural Control Committee; and unless such specific and express
advance approval in writing is obtained from the Architectural Control Committee, only
Southern pine, white pine, fir, spruce, cypress, mahogany and redwood that has been
dressed and sized as paint-grade may be used for such purposes (as well as cedar
and osmose treated pine for screen porches, decks and trellises only). The discretion
of the Architectural Control Committee shall be absolute in all such cases.

(g) From the start of construction, and after receiving approval of the plans and
specifications from the Architectural Control Committee, the owner shall have twelve
(12) months in which to complete the house and all other proposed improvements.
Following the initial approval by the Committee, if there are any substantial changes in
any proposed construction, or any additions thereto or omissions therefrom which
might be desired by a lot owner, such changes, additions or omissions must be
resubmitted to the Architectural Control Committee for its approval or rejection in
accordance with the procedure hereinabove set forth prior to the construction
respecting any such proposed changes, additions or omissions. Approval shall be as
provided herein and in Part B.

(h) The Architectural Control Committee shall be vested with the power and
authority (but shall not have the obligation):

(i) to approve and/or grant waivers for any minor or non-material violation of or

deviation from any restriction, or for any minor or non-material default in any obligation, contained in these Covenants, and

(ii) to waive and/or vary any of the materials requirements or design requirements set forth herein for the construction of structures and/or improvements in the Subdivision, without the need to obtain approval from any lot owners."

2. The Montclair Subdivision Restrictions are hereby amended to insert the following sentence immediately after the first sentence of Paragraph A-6:

"At all times during the construction of a house on a lot in the Subdivision, the owner of said lot shall cause the contractor or other person in charge of construction to maintain on the lot a "porta-john" or other portable toilet for the use of workmen. The owner of said lot shall also cause the contractor or other person in charge of construction to conduct construction activities within normal business hours; however, recognizing that from time to time it is necessary to conduct construction activities after normal business hours, if any such construction activities are conducted, they shall be conducted in such a manner as not to be a nuisance or a disturbance to residents in the Subdivision."

3. Paragraph A-15 of the Montclair Subdivision Restrictions, entitled "CARPORTS AND GARAGES" is hereby amended by deleting in its entirety the existing paragraph A-15 and substituting in lieu thereof the following new paragraph A-15:

"A-15. CARPORTS AND GARAGES. No carport or garage shall be placed in such a manner that the open area thereof faces the public road on which the lot fronts, but this restriction shall not apply to carports or garages equipped with doors to enclose the carport or garage area. Provided further, however, that notwithstanding the preceding sentence, the Architectural Control Committee shall be vested with the authority to prohibit a carport or garage from facing the public road on which the lot fronts (whether or not it is equipped with doors to enclose the carport or garage area),

if the Architectural Control Committee determines, in its discretion, that another manner of placing the carport or garage is in the best interest of the lot owners of the Subdivision."

4. Section A-16 of the Montclair Subdivision Restrictions entitled DRIVEWAYS is hereby amended by deleting said Section in its entirety and substituting in lieu thereof the following new Section A-16:

A-16. DRIVEWAYS. All driveways shall be a minimum of 10 feet in width and shall be paved the entire width and length of the driveway to the house constructed on property. The driveway shall be constructed of concrete.

5. Section A-23 of the Montclair Subdivision Restrictions entitled LIVESTOCK AND POULTRY is hereby amended by deleting said Section in its entirety and substituting in lieu thereof the following new Section A-23:

A-23. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or any other household pets may be kept provided that they are not kept, bred, raised or maintained for any commercial purpose and further provided they shall be confined within the boundaries of the lot and not allowed to roam unleashed in the subdivision. No household shall be permitted to keep more than two (2) adult animals of any kind without the prior written approval of the Property Owners Association. Chain link, barbed wire, and other commercial grades of livestock and poultry fencing shall not be allowed. However, the Architectural Control Committee may approve small pens or runs having such square footage as the Architectural Control Committee shall deem appropriate. Said pens or runs shall not exceed six feet in height and may be constructed out of chain link provided that all chain link shall be coated in plastic covering or painted. The coating or paint must cover all vertical and horizontal supports and the fence meshing itself. The color of such coating or paint shall be approved by the Architectural Control Committee. A site location and plan of structure, including type of material and specifications, must be submitted to the Architectural Control Committee for approval prior to installation. The lot owner will be

responsible for the maintenance and upkeep of the pen area, including the regular clean-out and removal of any waste materials. All enclosed pens shall be floored with a concrete slab in such area as may be specified by the Architectural Control Committee. Notwithstanding any of the foregoing, any such pen shall be screened by shrubbery or other appropriate plantings, so as not to be conspicuous from any road, street or from any other lot.

6. Section A-25 of the Montclair Subdivision Restrictions entitled CURBS AND SIDEWALKS is hereby amended by deleting said Section in its entirety and substituting in lieu thereof the following new Section A-25:

A-23. CURBS AND SIDEWALKS. No lot owner shall remove any curbing. Any curb broken or damaged during time of construction shall be repaired by lot owner.

All sidewalks damaged or cracked during construction will be repaired at lot owner's expense prior to completion of construction by lot owner.

7. Section E-4 of the Montclair Subdivision Restrictions entitled AMENDMENT is hereby amended by deleting said section in its entirety and substituting in lieu thereof the following new Section E-4:

E-4. AMENDMENT. "At any time these covenants may be altered, amended or modified by vote of the owners of at least a majority of all the lots in Montclair Subdivision; one vote per lot is allotted to the owners of lots in said subdivision."

8. The Montclair Subdivision Restrictions are hereby amended to add the following new provision as Paragraph E-5:

"CONSTRUCTION. In the case of any assertion of ambiguity of language in any provision of these Covenants, such provision of these Covenants shall not be construed against the Architectural Control Committee, the Montclair Property Owners