

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR VININGS PLACE SUBDIVISION**

THIS DECLARATION, made this 31st day of December, 2012, by the owners of all Property located in Vinings Place Subdivision (“Owners”).

WHEREAS, Owners own certain real property, which real property is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, Owners desire to provide for the preservation and enhancement of the property values in and for the maintenance of the property and improvements thereon, and to this end desires to subject the property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, there was a certain Declaration of Covenants, Conditions, Restrictions, and Easements for Vinings Place Subdivision, recorded in Deed Book 2725, Pages 182-203, Houston Superior Court (hereafter known as the “First Covenants”), which affected the property more particularly set forth in Exhibit “B” hereto, known as Section 1 of Vinings Place Subdivision; and

WHEREAS, the Owners of property located in Section 1 desire to rescind and revoke the First Covenants and adopt hereby the covenants, conditions, restrictions, and easements set forth herein; and

WHEREAS, Owners have deemed it desirable, for the efficient preservation of the values in Vinings Place to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

NOW, THEREFORE, the Owners declare that the real property described in Exhibit "A" shall be held, transferred, sold, mortgaged, conveyed, leased, occupied, and used subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Control Committee" or “ACC” shall mean and refer to Bryan Olf and two Class A Members who do not own the same Lot and are elected by the Class A members of the Association. These two Class A Architectural Control Committee members will be elected by the Class A members of the Association for a three year term and will be elected every third year at the annual meeting. When all lots in Vinings Place shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents, the Architectural Control Committee shall become a part of the

Association Board and the term of the members of the ACC at that time will terminate. At that point, the Association Board will perform the duties of the Architectural Control Committee. If Bryan Olf no longer has any membership in the Association, either Class A or Class B membership, Bryan Olf shall no longer be on the ACC and a special election of the Class A Members shall be held to fill the empty position in the ACC. The ACC member elected in the special election shall serve until the next regularly scheduled ACC member election.

Section 2. "Association" shall mean and refer to Vinings Place Homeowners Association of Middle Georgia, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia.

Section 3. "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-laws and Articles of Incorporation of the Association.

Section 6. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 7. "Homeowner" means a lot owner in which the lot has a permanent structure affixed to the lot and the lot owner is not building the main permanent structure on the lot for sale to a third party.

Section 8. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lots which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 11 , "Plat" shall mean and refer to those certain Final Subdivision Plats for Vinings Place as recorded in Plat Book, 65, Page 165; Plat Book 65, Page 42, and Plat Book 61, Page 110, Houston Superior Court Records.

Section 12. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and by reference made a part hereof together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

Section 13. "Structure" shall mean and refer to (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not, limitation, any building or part thereof garage, porch, gazebo, shed, greenhouse, or bathhouse, coop or cage, covered, or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, flagpole, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such. Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing; object or device which affects or alters the natural flow or surface water, from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 13 applied to such change.

ARTICLE II. ARCHITECTURAL CONTROL COMMITTEE

Section 1 Purpose, Powers and Duties of the Architectural Control Committee.
The purpose of the Architectural Control Committee is to assure that the installation, construction, or alteration of any Structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction, or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the property; and (ii) as to the location of Structures with respect to topography, finished ground elevation, and surrounding Structures. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to the accomplishment of such purpose, including without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure on any Lot.

Section 2. Action of Members of the Architectural Control Committee. A majority of the committee is authorized to exercise authority over any other matters within the authority of the Architectural Control Committee. The action of such majority members with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization.

Section 3. Submission of Plans and Specification. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way, which materially changes the exterior

appearance of the Structure or Lot, unless plans and specifications therefore shall have been first submitted and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee, including, without being limited to:

- (a) A site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces, and including the number thereof;
- (b) floor plans;
- (c) exterior elevations of all proposed Structures and alterations to existing structures, as such structures shall appear after all back-filing and landscaping are completed;
- (d) specifications showing the nature, kind, and basic exterior finish of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof; and
- (e) general landscaping layout.

Section 4. Approval of Builders. Any builder or landscaper, prior to performing any material changes to any Lot in the Property, must first be approved by the Architectural Control Committee as to financial stability, building or landscaping experience, and ability to build or landscape structures or grounds of the class and type of those which are to be built on the Property. This requirement does not apply to seasonal changes in landscaping, extensions of existing landscaping, or minor modifications of existing landscaping. Such approval may be granted or withheld in the sole and uncontrolled discretion of the Architectural Control Committee. No persons shall be approved as a builder or landscaper unless such Person obtains his income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the property. No Owner shall be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications for approval of the Architectural Control Committee as hereinabove set forth.

Section 5. Approval and Disapproval of Plans and Specifications.

(a) For construction of structures, a majority of the Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it based on the criteria specified in this Declaration and any Bylaws passed by the Association. If the plans are not approved, the ACC must give the Lot Owner a written explanation detailing what is not allowed in the proposed plans within 5 business days of submission of the plans by the Lot Owner. The Lot owner shall be given an opportunity to resubmit the plans after the written explanation of the ACC is provided to the Lot Owner. All

plans must be submitted to the Architectural Control Committee at 1114 Hwy 96, Suite C-1 #301, Kathleen, GA 31047. The Architectural Control Committee shall have five business days from the date the plans are submitted to respond to the application or the plans and specifications shall be deemed approved.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for the use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) The Architectural Control Committee shall not be responsible or liable in any way for the 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, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. No member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend any member of the Architectural Control Committee from any such alleged liability, claim, and/or damage.

Section 6. Right of Inspection. For construction of new permanent residences, the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot or Structures thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry of inspection. For inspection of structures on the lots of Homeowners, the Architectural Control Committee shall have the right during reasonable hours and after giving prior notice of at least 72 hours to enter upon and inspect any new

Structures thereon for the purpose of ascertaining whether the construction of the Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry of inspection.

Section 7. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred with respect to construction, erection, placement, or alteration of new permanent residences or other buildings on non-Homeowner lots, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject. If in the opinion of the Architectural Control Committee such violation shall have occurred with respect to construction, erection, placement, or alteration on a Homeowner Lot, the Architectural Control Committee may recommend to the Board that action be taken to remedy the noncompliance. Upon the recommendation of the Architectural Control Committee, the Board shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Board in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) For construction on lots in which new permanent residences are being constructed, the Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after receipt of certified letter, return receipt requested, of the aforesaid notice of violation, then the Architectural Control Committee shall have the right of abatement as provided in Section 1 (b) of Article X hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction. For construction on Homeowner Lots, the Architectural Control Committee or the Board, but in no event both, shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Board shall have the right of abatement as provided in Section 1 (b) of Article X hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction.

Section 8. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed by any licensed or experienced third party inspectors for any part or whole of the Structure pursuant to Section 6 hereof. The fee shall be the amount charged by the third party inspector.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to any Owner's successor-in-title to the Lot. The Association will be governed by a Board of Directors composed of five members. The first Board will have three members elected for a one year term and two members elected for a two year term. The two board members with the largest percentage of votes shall have two year terms and the three board members with the least percentage of votes shall serve the initial one year term. At the end of the first year, the board members that are elected to succeed the members who had only a one year term shall serve for two year terms as will their successors thereafter. The Class A Members will select the Board members initially and thereafter at or near the time of the annual meeting, according to the process established in the bylaws of the Association. A quorum for the election of board members and members of the Architectural Control Committee shall be fifty percent of the Class A Members. The board member with the majority of votes shall be elected. If a quorum of fifty percent of Class A members is not attained at the first such vote, then a second vote shall be conducted and the number of Class A members for a quorum shall be thirty percent. Notice of any annual meetings and/or meetings in which board members are to be elected shall be delivered to each Class A Member no later than ten (10) days prior to such meeting. Two or more Class A Members that live on the same Lot may not be on the Board together. Additionally, two or more Class A Members that live on the same Lot may not serve on the Board and the Architectural Control Committee at the same time. The Board shall send via electronic mail minutes of each meeting to all homeowners within ten business days of a board meeting. Upon request, the Board will provide a printed copy of the meeting minutes to any Class A owners.

Section 2. Voting Rights. The Association shall have two classes of voting membership, as follows:

(a) Class A. The Class A members shall be all Homeowners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Lot Owners who are not Homeowners. If the Class B Members are entitled to vote with respect to these Covenants, the Class B Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Class B membership shall cease and be converted to Class A membership when all the Lots are owned by Homeowners. Class B Members will not have any voting rights in the Association.

Section 3. Initial Assessment. Every Homeowner who purchases a Lot in Vinings Place for use as a permanent residence shall pay to the Association the initial assessment fee of \$400.00 at the time of purchase of the Lot and annually thereafter. Said annual assessment shall be due January 1, made payable to Vinings Place Homeowners Association of Middle Georgia, Inc., and mailed to the Association at 1114 Hwy 96, Suite C-1 #301, Kathleen, Georgia 31047. The initial assessment shall be a prepayment of the succeeding twelve months assessment pro-rated for the date of the closing.

ARTICLE IV PROPERTY RIGHTS

Section 1. Members Ease of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian (but no vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes, which right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use such recreational facilities.
- (c) the right of the Association to suspend any Owner's voting rights and right to use any recreational facility within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid.
- (d) The right of the Association to borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing, or improving any facilities located or to be located thereon and, upon the assent of two-thirds of the

Class A members, to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrances of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements, and privileges herein reserved or established for the benefit of any Owner, or the holder of any mortgage, irrespective of when executed, given by any Owner.

- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A members, agreeing to such dedication or transfer has been recorded.
- (f) the easements reserved in Article VII of this Declaration.

Section 2. Declaration or Use. Any Owner may delegate, in accordance with the by-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

Section 3. Title to Common Area. The Association may purchase or accept as a conveyance real and personal property for the common use and enjoyment of the Owners. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to the Association or to any municipality or other government body, agency, or authority.

Section 4. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENTS ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A Member, by acceptance of a deed to the Lot, 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 which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. Each Class B Member, by acceptance of a deed to the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual assessment of \$100.00 per Lot. Class B Members are not required to pay any special assessments. The annual and special assessments, together with interest thereon, and costs of collection thereof as

hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for promoting the health, safety, pleasure and welfare of the Homeowner's lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental in the Operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year (the "Annual Budget"), such budget to include a capital contribution of reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Class A Member and the \$100.00 assessment bill for each lot owned by a Class B member shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Class A Members so that the annual assessments shall be the same for each Class A Member. The amount paid by each Class B Member for all Class B Member lots shall be considered when determining the assessment for each Class A Member Lot. In no event, can the annual assessment as to each Homeowner be in excess of \$400.00 annually. From funds in the Annual Budget, the Board is not authorized to spend in excess of One Thousand Dollars (\$1,000.00) for extraordinary expenses at one time and a maximum of Three Thousand Dollars (\$3,000.00) in extraordinary expenses in one calendar year. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by a vote with a majority of the Homeowners voting in person or proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, and then until a budget has been determined as provided for herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only on each Lot owned by a Class A Member 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 at least two thirds (2/3) of the Class A members, voting in person or by proxy at a meeting duly called for such a purpose. Special assessments may also be levied on Class A Members by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the Class A members as set forth above.

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 Section 3 or 4 above or for the annual meeting shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorums at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots to which the assessment applies and may be collected on a quarterly, semi-annually, or annual basis.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. 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 specified Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. The Association may place a lien on any Lot for which any assessments are more than thirty days delinquent. Additionally, the Association may accelerate, at its option, the entire unpaid balance of the assessment, may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against such Owner's Lot. Interest, costs, and reasonable attorney's fees, if any, of such action shall be added to the amount of such assessment and shall be added to any lien. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as mortgage foreclosure on real property. Each Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure-sale and to acquire and hold, lease, mortgage and convey the

same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot, or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. The purchaser of the foreclosed Lot shall be responsible to pay the past due assessments and/or liens on the Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all property of Class B Members as to special assessments and assessments in excess of \$100.00 per year, charges related to special assessments and assessments in excess of \$100.00 per year, and liens related to special assessments and assessments in excess of \$100.00 per year.

ARTICLE VI MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with the respect to the Common Area shall be deemed to include the maintenance, repair, and replacement of (i) all roads, driveways, walks, parking areas and building and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wire, conduits and systems which are a part of the Common Area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Section 2. Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing exterior materials, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the Board, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of

mowing, removing garbage or trash, or for performing such exterior maintenance as the Board, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Association for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot is subject. Notice given as herein provided shall be sufficient notice to give the Board, its agents or representatives, the right to enter upon such Lot and perform such maintenance. Entry for such purpose shall be only between the hours of 9:00 a.m. and 7:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Association, its directors, or officers to mow, clear, cut, or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Areas for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communications, lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Areas and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Areas and the Lots, as provided herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially designed and approved by the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof.

Section 2. Easements for the Association. Owners hereby grant to the Association, its directors, officers, agents, and employees, the following easements and right of ways in, on, over, under and through any part of the Property owned by the Association.

- (a) for the erection, installation, construction and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities to the Common Areas;
- (b) for the construction of improvements on the Common Areas;
- (c) for the maintenance of such other facilities and equipment as in the sole discretion of the Association may be reasonably required, convenient or incidental to the completion and improvements of the Common Areas.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon.

Section 1. Residential Use. All Lots shall be restricted exclusively to single family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, (1) that nothing herein shall be construed to prohibit or prevent any builder of residences in Vinings Place from using any Lot owned by such builder for the purpose of carrying on business related to the development, improvement and sale of lots in Vinings Place; (2) that nothing herein shall prohibit a Homeowner from participating in a home sales business based on catalog or online sales as long as (a) any patronage meetings with an excess of five customers are held not more than one time per month, (b) except for that one time per month, any patrons must be parked in the Homeowner's driveway, and (c) any meetings or patronage occurs between 8:00 a.m. and 10:00 p.m.; (3) nothing herein shall prohibit a Homeowner from working out of their home for another company that has another physical location; and (4) the prohibition is inapplicable to any Homeowner businesses that as of November 15, 2012 are operating on any Lots, following the requirements set forth in the next grammatical sentence, and have been approved by the municipality as an exception to residential zoning. If there is an affirmative vote of two-thirds of the Class A Members to allow a Lot Owner to operate a business as a home occupation, the Lot Owner may do so as long as the Lot Owner ensures that any business-related vehicles be parked in the Lot Owner's driveway and business be conducted only between the hours of 8:00 a.m. to 6:00 p.m. from Monday through Friday, the home occupation does not require clients or customers to frequent the home of the Lot owner, the business does not give the outward appearance of said home occupation, and the business complies with the regulations of Houston County, Georgia pertaining to home occupations.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress and egress from their respective Lots for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Owner's Lot so as to render the same unsanitary, unsightly, or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on the Property or any portion thereof.

Section 4. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Association of plans and specifications for such split, division or subdivision.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 6.

Section 6. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval of the Architectural Control Committee of plans and specifications to accompany such construction or alteration. No home shall be occupied for living purposes until foundation landscaping has been completed according to plans approved by the Architectural Control Committee. The owner shall use centipede grass or a grass of the same quality. The yards will be sodded and a sprinkler system will be installed in the front, side and rear of said lots. The landscaping for each lot shall have a minimum cost of \$4,000.00. Any future changes to the landscaping plan shall be approved by the Architectural Control Committee.

Section 7. Temporary Buildings. No temporary buildings, trailers, garages, or buildings under construction shall be used, temporarily or permanently, as a residence on any Lot except as a temporary sleeping or living quarters required or described for security purposes in accordance with plans and specifications therefore approved by the Architectural Control Committee. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Architectural Control Committee.

Section 8. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and

specifications therefore, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof except:

- (i) such signs as may be required by legal proceedings;
 - (ii) a sign indicating the builder of the residence on the Lot;
 - (iii) not more than one "For Sale" sign; provided, however, that in no event shall any such sign be larger than four square feet in area; and
 - (iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee.
- (iv) a sign announcing a family event or accomplishment or a yard sale sign, provided the sign is not displayed more than one week per year and is no larger than four square feet
- (b) Following the consummation of the sale of any Lot, the "For Sale" sign and the builder's sign located thereon, if any, shall be removed immediately.

Section 9. Setbacks. In approving plans and specifications for any proposed Structure, the Architectural Control Committee may establish setback requirements for the location of such Structures which are different than those established by the Plat. No structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 10. Fences. No fence or wall of any kind, including those used for dog kennels or runs, shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such fences and walls. No chain link fence shall be allowed anywhere. All fences shall be properly maintained by the Owner, must be wooden, wrought iron, or brick with 6"x6" posts, and must have the same style and height as fences already located in the neighborhood.

Section 11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written-approval of the Architectural Control Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Control Committee.

During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveway as approved in the plans by the Architectural Control Committee. In no event shall any driveways other than those approved by the Architectural Control Committee be constructed or used for temporary access to any Lot. All vehicles shall be parked at the Lot driveway to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot.

Section 12. Antennae. No antenna, satellite dish or other device for the transmission or reception of the television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the

prior written approval of the Architectural Control Committee. It no event shall freestanding transmission or receiving towers or dishes be permitted.

Section 13. Clotheslines. No outside clothesline shall be placed on any Lot.

Section 14. Recreational Vehicles, Trailers, etc. The Architectural Control Committee in reviewing the plans and specifications for any proposed Structure, may require that special parking areas be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except for such parking areas as specified by the Association pursuant to this section 14, or within enclosures, or behind screening erected in accordance with plans and specifications submitted to and approved by the Architectural Control Committee, or in the driveway, for a period of time not to exceed a total of 7 days per year to prepare the boat for the season and prepare the boat for storage. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance on such a building or trailer must be specifically approved by the Association prior to its being moved on to the construction site.

Section 15. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot if the equipment is visible from the street abutting such Lot without the prior written approval of the Association.

Section 16. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage, and a garage. Such accessory structure shall not exceed 20 feet in height and shall conform in exterior design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear setback lines as be required hereby or by applicable zoning law. The Architectural Control Committee shall have the right to approve or disapprove the plans and specifications for any accessory Structure to be erected on any Lot, and construction of any necessary structure may not be commenced, until complete final plans and specifications shall have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of these covenants. Any accessory structure shall be constructed, concurrently with or subsequent to the construction of the dwelling on the Lot on which such accessory structure is located

Section 17. Above Ground Pools. No above ground pools shall be allowed on any lot within the subdivision.

Section 18. Flags and Flagpole. All flags and flagpoles to be displayed and erected on any lots in the subdivision shall require the approval of the Architectural Control Committee.

Section 19. Improvements of Lots. All construction of dwellings, accessory structures and all other improvements in Vinings Place shall be undertaken and completed in accordance with the following conditions:

- (a) All construction shall be carried out in compliance with the laws, code rules, regulations and order of all applicable governmental agencies and authorities.
- (b) All foundations when exposed must either be stuccoed, brick, or stone and there shall be no chain link fence or fences or walls of any other material which the Architectural Control Committee determines to be incompatible with dwellings or other structures in Vinings Place.
- (c) Only one mailbox shall be located on any Lot, will be specified by the Architectural Control Committee, and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox, permitted is to be located and maintained by the United States Postal Service, its successors and assigns.
- (d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor any such building materials or devices be stored on any Lot for longer than the length of time necessary for the construction of the improvements for which the materials or devices are to be used.
- (e) No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.
- (f) Containers for garbage and other refuse shall be placed where the containers cannot be seen from the street; no incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each dwelling.
- (g) All garages must have doors and each garage door must be coordinated with the dwelling to which it is appurtenant.
- (h) No window air conditioning unit shall be permitted on any Lot.
- (i) Any screen porch which is a part of any dwelling or accessory structure must be approved by Architectural Control Committee.
- (j) No plumbing vent or heating vent shall be placed on the front side of any roof or any dwelling or accessory structure, unless approved by the Architectural Control Committee, and any such vent shall be painted the same color as the roof on which it is placed.

(k) Any construction of a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction on the Lot to which the damaged curbing or street is contiguous or adjacent.

(1) No dwelling shall be constructed on any lot having less than a minimum of 2,600 square feet of heated and cooled living space, exclusive of porches, basements, terraces, garages, and other buildings. Any structure of more than one story must be approved by the Architectural Control Committee.

(m) Driveways shall be constructed with concrete. Existing trees, topography and landscape planning should be taken into consideration and, where possible, driveways should bypass these, leaving them undisturbed.

(n) Aluminum doors (including sliding doors) and windows shall not be approved. Vinyl window shall be used, the color of which shall be specified in the plans submitted to the Architectural Control Committee for approval.

(o) Gardens must be created within a fenced backyard and not exceed 600 square feet.

(p) All new construction homes must have solid surface countertops in all bathrooms and kitchens.

(q) All new construction homes must have smooth painted ceilings.

(r) All four sides of the structure must be brick, stone, and/or stucco. Accents may be stone and stucco. Vinyl may be used in gables, soffits, dormers or other accents areas on upper floors as long as samples of the siding are provided to the ACC and approval is obtained from the ACC.

(s) All new homes constructed must be comparable in quality and design to the existing homes in the subdivision.

Section 20. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial or domestic purposes. Animals must be under direct control of owners at all times. No animals shall be allowed to become a nuisance, which said nuisance shall be determined in the sole discretion of the Association. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have first been approved by the Architectural Control Committee.

Section 21. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Control Committee. If such approval is given, such system must be located, constructed, and equipped in accordance with the requirements, standards and recommendation of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 22. Trees and Shrubs. No trees measuring 8 inches or more in circumference at a point 2 feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without the prior approval of the Architectural Control Committee unless located within 10 feet of the approved site for a dwelling or within the right of way of driveways or walkways. Excepted here from shall be damaged or dead trees which must be removed as a precaution. The front yard must have large corner anchor plants with mature shrubs and a minimum of 2 trees with 4" caliper.

ARTICLE IX INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies upon the Common Area as the Board deems necessary or desirable in its sole discretion, the named insured on all policies of insurance shall be the Association.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement.

- (a) The Association, Architectural Control Committee (with respect to matters under the authority of the Architectural Control Committee), or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Control Committee or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed, a waiver of the right to do so thereafter.
- (b) The Association shall have the right of abatement in all cases, where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or

breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. The Association must give the Owner 72 hour notice of the time in which the Association will enter the Property to abate the violation.

Section 2. Severability. If any provision of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase, word in any other circumstance shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The heading of articles and sections in this Declaration are for convenience or reference only and shall not in any way limit or define the content or substance of such, articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the Date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of (10) years each, unless at least two-thirds (2/3) of the Lot Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed or record in the Clerk's Office, Houston County Superior Court.

Section 5. Rights and Obligations. Each grantee of the Owners, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time interest or estate in the property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to 1114 Hwy 96, Suite C-1 #301, Kathleen, GA 31047 or at such different address or addresses as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

Section 7. Amendment. This Declaration may be amended by two-thirds vote of all Lot Owners.

Section 8. Grandfather Clause. Any structures existing on a Homeowner lot that are not in compliance with this Declaration as of the date of this Declaration shall be grandfathered in and will not be a violation of this Declaration.

Exhibit "A"

All that tract or parcel of land situate, lying and being in Land Lot 93 of the Tenth Land District of Houston County, Georgia, being known and designated as Parcel "D", containing 50.32 acres, according to a compiled plat for James H. Watson, III, prepared by Story & Company, Inc., dated September 2, 1999 and revised October 14, 1999, a copy of which is of record in Plat Book 55, Page 20, Clerk's Office, Houston Superior Court, Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

ALSO:

All that tract or parcel of land situate, lying and being in Land Lot 93 of the Tenth Land District of Houston County, Georgia, being known and designated as Parcel "C", of a Resubdivision of a Portion of Tract "B-2" and a Resubdivision of Lot 4, Davis Subdivision, according to a survey prepared by Waddle & Company, dated August 14, 1989, a copy of which is of record in Plat Book 52, Page 125, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

ALSO:

All that tract or parcel of land situate, lying and being in Land Lot 93 of the Tenth Land District of Houston County, Georgia, being known and designated as a portion of Lot 4 of a subdivision of the Property of Claud S. Davis and Ernestine R. Davis, containing 1.0 acres, according to a survey prepared by Waddle - Clements & Associates dated June 18, 1985, a copy of which is of record in Plat. Book 28, Page 71, Clerk's Office, Houston Superior Court, Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

Exhibit "B"

All that tract or parcel of land situate, lying and being in Land Lot 93 of the 10th Land District of Houston County, Georgia, being known and designated as all lots in Section 1,

Vinings Place Subdivision, according to a survey prepared by Story & Company, Inc., dated July 11, 2003, a copy of which is of record in Plat Book 61, Page 110, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.