

This declaration is made this 16th day of March 1981 by SOUTH DOWNS INC., a Georgia corporation.

WITNESSETH:

WHEREAS, South Downs, Inc. is the owner of the following real property (hereinafter sometimes called the "Property"): All that tract or parcel of land lying and being in Land Lot 808 of the 17th District, 2nd Section of Cobb County, Georgia, being more particularly described in Exhibit " A" attached hereto and by this reference made a part hereof: and
WHEREAS, South Downs, Inc. desires to subject the Property to certain covenant, restrictions, and easements to assure and preserve the architectural integrity and aesthetic quality of improvements thereon for the benefit of South Downs, Inc. and its successors in title; and
NOW THEREFORE, for and in consideration of said benefits, South Downs, Inc. hereby declares, establishes and publishes that all and every portion of the Property shall be held, sold and conveyed subject to the covenants, restrictions, and easements hereinafter set forth all of which shall run with the land and shall be binding upon and shall insure to the benefit of South Downs, Inc. and its successors in interest and in title and all other parties acquiring any right, title, or interest in, and to the Property, including without limitation, their respective heirs, successor and assigns.

Second Amendment to the Declaration of Covenants, Restrictions, and Easements of Afton Downs This amendment made and published this 28th day of July, 1997, by Afton Downs Homeowners Association, Inc., hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, South Downs, Inc.. published its Declaration of Covenants, Restrictions, and Easements, dated March 16, 1981, in Deed Book 2326, Page 479, Cobb County, "Declaration"); and,
WHEREAS, the Association, as successor to South Downs, Inc., desires to amend said Declaration in order that same may comply more fully with its present intentions and desires; and,
WHEREAS, under and pursuant to provisions of Article 3.2 (Amendment) of the Declaration as amended, same may be amended or modified by filing and recordation of an amendment executed by at least fifty-one percent (51%) of owners of lots within Afton Downs Subdivision; and,
WHEREAS, at a meeting duly called according to the provisions of the By-Laws, which was held on the 8th day of July, 1997, the amendment to the Declaration set forth below was approved and the amendment document executed by at least fifty-one percent (51%) of the owners of lots within Afton Downs Subdivision.
NOW THEREFORE, for and in consideration of the premises, benefits to the Association and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Declaration is hereby amended as follows:

3.1 Duration. This Declaration and the restrictions contained herein and any amendments hereto shall run with and bind the land for a period of twenty (20) years from and after the date when

this Declaration is filed for record with the Clerk of the Superior Court of Cobb County Georgia. However, notwithstanding said twenty (20) year limitation, this Declaration and the restrictions contained herein shall run with, bind the property and shall automatically be renewed for successive periods of twenty (20) years, and there shall be no limit on the number of times such Declaration shall be renewed, unless terminated, as provided in O.C.G.A. Section 44-5-60(d) (2)." Except as hereinabove modified and amended, the Declaration and amendments thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association by and through the owners of at least fifty-one percent (51%) of the lots within Afton Downs Subdivisions have caused this amendment to be executed on the day and year first written above.

Afton Downs Covenants

Please check the Amendments section below. It represents the most recent changes to the covenants and may apply to the topic you are researching.

Definitions

- 1.1 Afton Downs
- 1.2 Architectural Control Committee
- 1.3 Declaration
- 1.4 Developer
- 1.5 Exterior Lot Line
- 1.6 Lot
- 1.7 Mortgage
- 1.8 Owner
- 1.9 Person
- 1.10 Property
- 1.11 Recorded Plat

Article I

Definitions

1.1 Afton Downs means that certain residential community known as Afton Downs which has and will be developed on the Property, together with such additions thereto as may from time to time be designated by Developer as evidenced on a plat of survey of such additions recorded in the Records of the Clerk of the Superior Court of Cobb County Georgia.

1.2 Architectural Control Committee means as follows:

1.21 Until all the Lots in Afton Downs have been fully developed, permanent improvements constructed thereon and sold to permanent residents, the Architectural Control Committee shall mean the Developer.

1.22 At such time as all of the Lots in Afton Downs have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify all the Owners of Lots in Afton Downs to that thereupon, the Developer's rights and obligations

as the Architectural Control Committee shall forth terminate. Notice to the Owners by Developer under this provision shall be in writing and shall be deemed given if delivered at or mailed to the Lot of each of the Owners. After receipt of the said notice from the Developer, the Owners of a majority of the Lots in Afton Downs shall have the right, power and authority through duly recorded written instrument, to establish and elect a successor Architectural Control Committee which shall consist of (7) seven Owners. Rules and regulations (including, without limitation, the term of office of such members of the Architectural Control Committee) pursuant to which such Architectural Control Committee shall act and be governed shall be proposed by the initial successor Architectural Control Committee and shall be enacted upon the approval of a majority of the Owners.

1.3 Declaration means this Declaration Covenants, Restrictions, and Easements, and the same may be amended, renewed, or extended from time to time in the manner herein prescribed.

1.4 Developer means South Downs, Inc., a Georgia corporation, or any successor in title or any successor in interest to the said South Downs, Inc. to all or any portion of the Property then subjected to the Declaration provided in the instrument of conveyance to any such successor in title or interest, such successor in title is expressly designated as the Developer hereunder by the grantor of such conveyance, which grantor shall be the Developer there under at the time of such conveyance.

1.5 Exterior Lot Line means that side boundary line of a Lot which is at least five(5) feet from the exterior wall of a permanent dwelling erected or placed on such Lot. Any Lot may have more than one Exterior Lot Line

1.6 Lot means any numbered plot of land comprising a single dwelling site designated on any plat of survey of the Property or any portion thereof recorded in the Office of the Clerk of the Superior Court of Cob County, Georgia, and now or hereafter made subject to this Declaration

1.7 Mortgage means chattel mortgages, bill of sale to secure debt, deed to secure debt, security deed, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

1.8 Owner means the party, whether one or more persons or entities in which title of record to any Lot which is vested excluding however, those persons who shall have such interest in such Lot merely as security for the performance of any obligation of the party in which title of record is vested.

1.9 Person means an individual, corporation, partnership, trust or any other legal entity.

1.10 Property means that certain tract or parcel of land lying and being located in land Lot 808 of the 17th District, 2nd Section of Cob County, Georgia, being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

1.11 Recorded Plat means that certain plat of survey of the Property showing all Lots in Afton Downs which has been recorded in the Records of the Clerk of the Superior Court of Cob

County, Georgia, and shall included any amendments to said plat of survey which may be recorded hence forth in the aforesaid Records.

Restrictions and Covenants

- 2.1 Residential Use of Property
- 2.2 Review and Approval of Plans
- 2.3 Building Construction
- 2.4 Setback and Building Lines
 - 2.4.2 Walls and Fences
 - 2.4.3 Subdivision of Lots
- 2.5 Delivery Receptacles and Property Identification Markers
- 2.6 Use of Outbuildings and Similar Structures
- 2.7 Completion of Construction
- 2.8 Livestock
- 2.9 Offensive Activities
- 2.10 Signs
- 2.11 Aesthetics
- 2.12 Antennae
- 2.13 Trailers
- 2.14 Garbage and Refuse Disposal
- 2.15 Changing Elevations
- 2.16 Utility Facilities
- 2.17 General Easements
- 2.18 Encroachment Easements
- 2.19 Model Homes
- 2.20 Driveways
- 2.21 Required Maintenance
- 2.22 Water Supply
- 2.23 Sightlines Restrictions
- 2.24 Lots Near Parks and Streams

Article II

Restrictions and Covenants

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

2.1 Residential Use of Property: All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee: provided, however, that nothing herein shall prevent Developer or any builder of homes in Afton Downs from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement, and sale of property in Afton Downs; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

2.2 Review and Approval of Plans: No building, fence, driveway, parking area, wall, tennis court, swimming pool, bathhouse, statuary or other structure shall be commenced, erected, or maintained on any Lot, nor shall any grading or landscaping of any Lot be commenced or done, nor shall any exterior addition to or alteration thereon (including, without limitation, chimneys and stacks and solar energy apparatus) be commenced or made until the plans and specifications showing the nature, size, finish, grade, elevations, dimension, kind, shape, height, materials, colors and locations of the same shall have been submitted to the Architectural Control Committee as to architectural harmony and integrity and aesthetic quality of external design, appearance and location of such improvements, grading, landscaping, alterations and /or additions in relation to surrounding structures and topography. Only after termination of the Developer's rights and obligations as the Architectural Control Committee to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been delivered and construction of the improvement or the grading or landscaping or the construction of the addition or alteration has been commenced prior to the completion thereof, approval by the Architectural Control Committee will not be required. In the event that the plans and specifications are not complete or are inadequate or properly describe in total the proposed improvements, grading, landscaping, alterations and/or additions in the sole and untrammelled opinion of the Architectural Control Committee the Owner making such submittal shall be notified in writing before the expiration of (60) sixty day period in reasonable detail why such plans and specifications are no complete or are inadequate. Upon submission of such amended plans and specifications, the procedure for approval or disapproval of same as set forth above shall recommence. All plans and specifications when submitted shall be the sole property of the Architectural Control Committee. Neither Developer, nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee nor for any structural defect in any work done according to such plans and specifications approved by The Architectural Control Committee. Further, neither Developer nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to 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 or disapprove 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 Developer and any other member of the Architectural Control Committee, from any such alleged liability, claim and/or damage.

2.3 Building Construction - Unless approved in advance in writing by the Architectural Control Committee:

2.3.1 Not more than one single family dwelling not exceeding three (3)stories in height shall be erected on any Lot;

2.3.2 No dwelling shall be permitted on any Lot at a cost of less than,000.00, excluding Lot cost based upon cost levels prevailing on the date of this Declaration; and

2.3.3 The ground floor of the main structure on each Lot (excluding porches, porte-cocheres, breezeways, carports and garages) shall not be less than 1,000 square feet for a one story dwelling and not less than 500 square feet for a dwelling of more than one story; and

2.3.4 No dwelling shall be erected or placed on any Lot having a width of less than 18 feet at the minimum set back line, nor shall any dwelling be placed on any Lot having an area of less than 1,500 square feet.

It is the intention and purpose of these covenants and restrictions to insure that all dwellings erected or placed on Lots shall be of a size, appearance and quality of workmanship and of substantially the same or better material than that which can be obtained on the date hereof at the minimum cost set forth above for the minimum dwelling size set forth above.

2.4 Setback and Building Lines

2.4.1 Each dwelling which shall be erected or placed on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Recorded Plat.

2.4.2 Walls and Fences: No Fence or wall shall be erected, placed, or altered on any Lot between the permanent dwelling situated thereon and the street or streets contiguous to said Lot unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized. Any other fences or walls must be approved by the Architectural Control Committee in accordance with the provision of Paragraph 2.2 above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. *See Amendment 3.2*

2.4.3 Subdivision of Lots: One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, in advance, by the Architectural Control Committee, and, in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined

2.4.4 Terraces, Eaves, and Detached Garages: For the purpose of determining compliance or non-compliance with the foregoing building requirements, terraces, stoops, eaves, wing walls, and steps extending beyond the outside wall of a structure shall not be considered part of the structure.

2.5 Delivery Receptacles and property Identification Markers: The Architectural Control Committee shall have the right to approve the location, color size, design, lettering and all other particulars of receptacles, for the receipt of mail, newspapers, or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers. *See Amendment*

2.6 Use of Outbuildings and Similar Structures: Unless approved in writing in advance by the Architectural Control Committee, no structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, campers, shack, tent, boat, motor home, garage, barn or

other structure of a similar nature shall be used as a residence, either temporarily, permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other such temporary structures during construction.

2.7 Completion of Construction: The Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within(1) one year from the date of commencement of construction.

2.8 Livestock: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that (i) they are not kept, bred, or maintained for any commercial purposes; and (ii) they do not constitute a nuisance or cause unsanitary conditions

2.9 Offensive Activities: No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in Afton Downs.

2.10 Signs: No sign of any kind shall be displayed in public view on any Lot except such signs as comply with the provisions hereof. Builders (including Developer) of structures on the Lots may display such signs each containing not more than five (5) square feet in an area as are normally utilized to advertise the Lot during the construction and sales period. After an Owner closes his purchase of a dwelling in Afton Downs, the only sign permitted on his Lot will be one professionally prepared sign for identification purposes not more than one square foot in an area of a type customarily used by Brokers in the Atlanta area. In the event any such sign is deemed unsatisfactory by the Architectural Control Committee, said Committee will notify the Owner in writing, whereupon the sign will be removed and will be replaced with a sign obtained at the Owner's expense by the Architectural Control Committee, showing that the Lot is either for sale or for rent, the agent, and the said agent's or the Owner's telephone number. The limitations of the paragraph shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials. Notwithstanding the foregoing, Developer shall be permitted and reserves the right to erect and maintain signs and structures exceeding the limitations and restrictions set forth herein above identifying for the purpose of advertising the Afton Downs and the improvements and residences therein.

2.11 Aesthetics: Nature, Growth, Screening; All clotheslines, garbage and trash receptacles and equipment, window air conditioning units, plumbing vents, and facilities, heating vents, firewood and fuel, outdoor furniture and recreational equipment and facilities shall not be visible from streets in Afton Downs contiguous to the Lot on which the same are erected or placed and shall otherwise be screened to conceal them from view of neighboring Lots and other streets in and around Afton Downs. All fuel tanks must be buried below the finished grade of the Lot and all facilities and equipment relating to fuel tanks shall likewise not be visible from streets in Afton Downs contiguous to the Lot on which the same are erected or placed and shall otherwise be screened to conceal them from view of neighboring Lots and other streets in and around Afton Downs.

2.12 Antennae: No radio or television transmission or reception towers or antennae shall be erected on the Property or on improvements on any Lot which shall be visible from neighboring Lots and streets in and around Afton Downs. In no event shall free standing transmission or receiving towers shall be permitted.

2.13 Trailers, Trucks, School Buses, Boat Trailers: No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored, or parked overnight either on any street in Afton Downs or on any Lot, except within enclosed garages; provided however during the development of Afton Downs and the construction of improvements upon the Property, Developer may park and place vehicles, equipment and machinery used in such development and construction on any Lot and on the Property. *See Amendment*

2.14 Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris or other waste shall not be kept except in sanitary containers which are not visible from the street and otherwise comply with the provisions in paragraph 2.11 above. All incinerators, receptacles, facilities, and other equipment for the storage or disposal of such material, debris and refuse shall be kept in a clean and sanitary condition. If litter, debris, refuse, rubbish, or other unsightly materials are found on any Lot, the same will be removed by the Owner of such Lot, at such Owner's expense, promptly upon written request of the Architectural Control Committee.

2.15 Changing Elevations: No owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing in advance by the Architectural Control Committee.

2.16 Utility Facilities: Developer reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, and sewage systems.

2.17 General Easements: All Lots shall be subject to those easements, if any shown as set forth on the Recorded Plat. Also, easements for installation, maintenance and replacement of utilities and drainage facilities are hereby reserved over the rear five (5) feet of each Lot, and easements for access by pedestrians and Persons installing, maintaining or repairing utility, and drainage facilities are also reserved over a five (5) foot wide strip of land contiguous to each Exterior Lot Line and extending along the entire Exterior Lot Line. Within these easements, no structure, improvements, fences, planting or other materials shall be erected, placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities and drainage facilities or the access thereto. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, and all easements reserved herein shall be perpetual and shall run with each Lot.

2.18 Encroachment Easements: Developer presently intends to construct "townhouse" dwelling on the Lots, which dwellings may have common walls and may have certain eaves, roof

overhangs, brick veneer, siding other building materials and structures which may be attached to the walls and roof of such dwellings, herein collectively referred to as "Encroachments") which may be encroach over or extend into the air space, improvements, fixtures and/or real property located on an adjoining or contiguous Lot. Accordingly, Developer hereby reserves to itself and its successors in title a perpetual easement two (2) feet in width running along the boundary line of each Lot to permit the erection, placement, construction, maintenance and repair of the Encroachments of each adjoining or contiguous Lot. Moreover, in the event that any such dwelling is damaged or destroyed, the Owner of the Lot whereon such damaged or destroyed was located shall have an easement to reconstruct such Encroachments in connection with the reconstruction of such dwelling, and thereafter the aforesaid perpetual easement shall apply to the Encroachments as thus reconstructed. The Easements reserved herein shall be perpetual and shall run with the Lot.

2.19 Model homes: Developer, as well as any other builder of dwellings in Afton Downs, shall have the right to construct and maintain model homes on any of the Lots.

2.20 Driveways: All driveways and entrances to garages shall be concrete, asphalt or substance approved in writing in advance by the Architectural Control Committee and of a uniform quality.

2.21 Required Maintenance: All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat, attractive, and safe condition by their respective Owners. Such maintenance shall include, but shall not be limited to: painting, repairing, replacing and care of roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. The Architectural Control Committee may after thirty (30) days written notice to any Owners of a Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth for removing garbage or trash or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole and untrammelled discretion deems necessary or advisable. Such Lot owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance and the liability for such cost shall be a permanent charge and lien upon such Lot enforceable by the Architectural Control Committee in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or equity. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee 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 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot, provide garbage or trash removal service, or to perform such exterior maintenance.

2.22 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 recommendations 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.

2.23 Sightlines Restrictions: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between four (4) and six (6) feet above the streets in and around Afton Downs shall be placed or permitted to remain on any corner Lot within the triangular area of such corner Lot formed by the street boundary lines and line connecting such boundary lines appoixts 25 feet from the intersection of the such street boundary lines, or in the case of rounded Lot boundary line from the intersection of the street boundary lines as if extended in a straight line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the herein described sight lines without the written approval of the Architectural Control Committee.

2.24 Lots Near Parks and Streams: No building or structure shall be erected or placed nor shall any material, trash, debris, refuse, or other waste be placed or stored on any Lot within twenty (20) feet of the boundary line of any public park or of the edge of any open stream or water course.

Miscellaneous

- 3.1 Duration
- 3.2 Amendment
- 3.3 Enforcement
- 3.4 Development and Construction Period
- 3.5 Severability

Article III

Miscellaneous

3.1 Duration: The covenants and restrictions of the Declaration (and specifically excluding the easements granted and reserved in this Declaration which are perpetual as specified above) shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Office of the Clerk of the Superior Court of Cobb County, Georgia, after which time said covenant and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

3.2 Amendment: Until such time as Developer owns no Lots in Afton Downs, the Declaration may be amended at any time and from time to time by an agreement in recordable form signed by at least ninety (90%) percent of the Owners (other than the developer) of Lots within Afton Downs, and also by Developer. Thereafter, this Declaration may be amended at any time and from time to time by the Owners of at least seventy-five (75%) percent of the Lots in Afton Downs. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Cobb County,

Georgia. The written consent thereto of any mortgage holder affected thereby shall be filed with such amendment. Notwithstanding anything herein to the contrary, no amendment of this Declaration shall be effective to restrict or limit any of the easements, herein above granted or both. Every purchaser or grantee of any interest in any real property now or hereafter subjected of this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this paragraph. *See Amendment*

3.3 Enforcement: Each Lot owner shall comply strictly with the covenants, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

3.4 Development and Construction Period: Notwithstanding anything herein to the contrary, during the development of Afton Downs and the construction of improvements upon the Property by the Developer, the Developer may undertake such activities and/or place such materials, equipment, vehicles, facilities, and structures and/or deposit such trash, garbage debris or other waste upon any Lot or other land within the Property as may be necessary or desirable in the sole and untrammelled discretion of the Developer to permit, facilitate expedited the completion of such development and of such construction of improvements by the Developer.

3.5 Severability: If any of the provisions of this Declaration or the application thereof to any Person or circumstance shall be determined invalid or unenforceable to any extent by any judgment or order of any court or authority of competent jurisdiction, the remainder of this Declaration and the application of the aforesaid provisions to other persons or circumstances shall not be affected thereby and shall be enforceable and binding to the greatest extent permitted by law.

In WITNESS WHEREOF, the Developer has caused these presents to be executed in its name by its duly authorized corporate officer on the day and year first above written.

Signed sealed and delivered in the presence of :
/s/ Peter B. Glass

Witness By:
/s/ T. Kenneth Minchew, Jr.
T. Kenneth Minchew, Jr., as President
/s/ Rebecca S Jordan

Notary Public Attest:
/s/ Shelly P. Minchew
as Secretary

Amendments

Amendments to Afton Downs Declaration of Covenants, Restrictions, and Easements

1. Article I Section 1.12 - "Single Family Dwelling" means a unit comprised of one (1) or more related persons or three (3) or less unrelated persons occupying a dwelling unit and living as a single housekeeping unit.

2. Article II, Section 2.4.2 Walls and Fences. Add the following language: Any fence utilized to enclose any part of a particular unit's property shall conform to the following specifications: Natural wood (pressure treated pine or cedar), unpainted smooth cut 1"x6" x 6' boards, mounted vertically, with s trimmed in dog-eared or stockade style.

3. Article II, Section 2.5 - Delivery Receptacles and Property Identification markers. Add the following language: Replacement mailboxes shall conform to the following specifications 4"x 4" x 7" pressure treated pine, unpainted post with a Standard No. 1 size, black, smooth finish mailbox; numbers to be 3" high, black finish mounted on post.

4. Article II, Section 2.13 - "Motorcycles" shall be added to "Trailers, Trucks, School Buses, Boats and Boat Trailers."

5. Article II, Section 2.25 - Screen Doors, Storm Doors and Storm Windows. Any addition of storm doors and/or windows to any unit shall not be commenced or made until plans and specifications, for such additions showing nature, size, finish grade, dimensions, kind, materials, color and location of same shall have been submitted to the Architectural Control Committee and approved, in writing by the Committee as to the architectural harmony and integrity and aesthetic quality of external design appearance and location of such improvements an/or additions in relation to surrounding structures and ography. More specifically, storm doors should have a full view, steel frame 3-4" width. Screen doors may have a wooden frame full view (may have a center frame piece) painted to coordinate with existing house or trim color.

6. Article II, Section 2.26 - Parking is allowed only in specifically designated parking areas or driveways. Parking is not allowed on lawn or grassy areas.

7. Article III, Section 3.2 - Until such time as Developer owns no Lots in Afton Downs, this Declaration may be amended at any time and from time to time by an agreement in record able from signed by at least ninety percent (90%) of the Owners (other than Developer) of Lots writing Afton Downs, and also by the Developer. Thereafter, this Declaration may be amended at any time and from time to time by the Owners of at least fifty-one (51%) percent of the Lots in Afton Downs.