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**AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
HERON POINT SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (the "Amended Declaration") is made this 6<sup>TH</sup> day of October, 2004 by the Heron Point Architectural Committee and by the Lot Owners in Heron Point subdivision.

**WITNESSETH**

WHEREAS, Developer, while owning all of the property known as the Heron Point subdivision, executed that certain Declaration of Protective Covenants and Restrictions, dated December 25, 1985, which was recorded in the office of the Clerk of Superior Court, Bryan County, Georgia at Book 6-G, Page 584 (the "Original Declaration"); and

WHEREAS, Heron Point Subdivision Homeowners Association, Inc. (the "Association"), a Georgia nonprofit membership corporation, has been formed and incorporated under the laws of the State of Georgia, and all homeowners in Heron Point are members of the Association; and

WHEREAS, Developer has conveyed title to the Recreation Area (as hereinafter defined) to the Association, and

WHEREAS, the Association wishes to submit the Association and this Amended Declaration to the Georgia Property Owners Association Act (O.C.G.A. § 44-3-220); and

WHEREAS, the properties which are made subject to this Amended Declaration are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Heron Point subdivision. Such covenants and restrictions shall run with the land and shall be binding on all parties having and acquiring any right, title, or interest in such property, or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, the Original Declaration, as previously amended, is hereby further amended and restated as follows:

**ARTICLE 1  
Definitions**

Unless the context shall clearly indicate to the contrary, the following terms when used in this Amended Declaration shall have the following meanings:

(a) "Association" shall mean and refer to Heron Point Subdivision Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia.

(b) "Developer" shall mean Charles L. Stafford.

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(c) "Enclosed Dwelling Area" shall mean the total living area of a residence; provided however, that such area does not include garages, sheds, terraces, open porches, shed-type porches, decks, or other similar areas.

(d) "Home Business Office" shall mean the incidental use a portion of a residence for a business activity which has no employees other than residents of the property, which stores no equipment or inventory on premises, and parks no more than one business vehicle on the property.

(e) "Lot" shall mean each single numbered parcel of subdivided property as set forth in the approved subdivision plat.

(f) "Manager" shall mean and refer to any person with whom the Association contracts for the administration of the Association.

(g) "Mortgage" shall mean and refer to any security instrument by means of which title is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages, and deeds of trust.

(h) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(i) "Person" shall mean and refer to any natural person, corporation partnership, limited partnership, joint venture association or any other such entity.

(j) "Recreation Area" shall mean the property so labeled on the approved subdivision plat recorded in the Office of the Clerk of Superior Court, Bryan County, Georgia at Plat Book M, Pages 116 and 117.

(k) "Recreational Purposes" shall mean and include activities such as picnicking, engaging in sporting activities, walking, riding of non-motorized vehicles, and such additional activities as may be authorized by the Board of Directors of the Association from time to time.

**ARTICLE 2**

**Property Subject to Declaration; Effect Thereof; Permitted Uses; Building Requirements; Construction and Renovation Approval; Maintenance**

*Section 1. Property Subject to This Amended Declaration.*

This Amended Declaration applies to the following described real property:

All those tracts or parcels of land lying and being in the 20<sup>TH</sup> G.M. District of Bryan County, Georgia, and being Lots 1 through 72 of the Heron Point

*Handwritten signatures and initials: JMC, KSA, and a circled mark.*

subdivision, and the areas designated as "Recreation Area" and "Well Site", all as per that certain plat of survey recorded in the office of the Clerk of Superior Court, Bryan County, Georgia at Plat Book M, pages 116 and 117.

*Section 2. Burden and Benefits*

Every person who is or shall be an Owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any Lot does agree and shall be deemed by reason of taking such record title to agree, to all of the terms and provisions of this Amended Declaration.

*Section 3. Residential Use*

No structure on a Lot shall be used for any purpose other than private residential use; provided, however, that the Owners of a Lot will be permitted to apply to Bryan County for permission to use a portion of an existing residential structure as a Home Business Office.

*Section 4. Building Requirements*

(a) Only one (1) single-family residential structure shall be allowed on each Lot, and such structure shall be no more than two and one-half stories in height.

(b) The single-family residential structure on each Lot must provide at least One Thousand Five Hundred (1,500) square feet of Enclosed Dwelling Area.

(c) Unless a variance is granted by the Board of Directors of the Association (or its Architectural Committee), the single-family residential structure on each Lot shall be set back from the property lines of such Lot as follows:

- (i) At least fifty (50) feet from the front property line (along Davis Road); and
- (ii) At least twelve (12) feet from each side property line; and
- (iii) At least thirty (30) feet from the rear property line (no rear setback is required for Lots that have rear property lines abutting the Tivoli River marsh).

*Section 5. Approval of Construction, Renovation, and Alteration Plans.*

(a) No structure, walkway, driveway, fence, mailbox, satellite dish, pier, wharf, dock, antenna, screening device, swimming pool, well, or other improvement shall be erected, constructed, dug, placed, renovated, or altered on any Lot unless an Owner of the Lot submits construction plans, specifications, exterior colors and materials, and a plot plan to the Board of Directors of the Association (or its designated Architectural Committee) and the project is approved as being in conformity with the existing standards of the community.

(b) The Board of Directors' approval or rejection shall be reported to the applicant in writing. If the Board of Directors does not reject the proposed project within thirty (30) days after all required information has been submitted, approval shall be deemed to have been given.

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*M.C.*  
*PILOT*

*Section 6. Project Completion.*

Any project approved under Section 5 of this Article 2 shall be completed within twelve (12) months from the date of approval.

*Section 7. Property Maintenance; Maintenance Charges*

(a) Every Lot and the structures and improvements thereon which are visible from the street or from the Tivoli River shall be maintained to the existing standards of the community.

(b) If the Board of Directors of the Association (or its Enforcement Committee) determines that a Lot or a structure or improvement thereon is not being maintained to the existing community standards, it may deliver a written notice to an Owner of the offending Lot, demanding that specific maintenance work be completed within a reasonable time. If the specific maintenance work is not completed within such reasonable time, the Association may contract to have such maintenance work done, pay the contractor, and charge the Lot and its Owners for the actual contractor costs plus a 10% administrative fee. Such charges shall be due ten (10) days after delivery of an invoice to an Owner of the Lot. Every person who is or shall be an Owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any Lot does agree, and shall be deemed by reason of taking such record title to agree, to allow the Association's officers and their selected contractors permission to enter upon the Lot to undertake any and all necessary maintenance work.

**ARTICLE 3**

**Automatic Association Membership; Voting Rights; Meetings**

*Section 1. Membership.*

Every person who is an Owner of a Lot is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

*Section 2. Voting Rights.*

Members shall be entitled to one vote for each Lot in which they hold any interest required for membership. When more than one person holds an interest in a Lot, 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 one Lot. In the event of disagreement among such persons, or an attempt by two or more persons to cast a vote for one Lot, such persons shall not be recognized, and the vote with respect to such Lot shall not be counted.

*Section 3. Suspension of Membership Rights.*

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

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*Section 4. Meetings of the Membership.*

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members, or the quorum and percentage vote required for the transaction of business at any meetings shall be specified in the By-Laws of the Association as amended from time to time.

**ARTICLE 4**  
**Recreation Area**

*Section 1. Members' Easements of Enjoyment.*

Subject to the provisions contained in (a) through (d) of this Section, every Owner of a Lot shall have a right in the easement of enjoyment in and to the Recreation Area including, but not limited to, the nonexclusive right of ingress and egress and the nonexclusive right to use the Recreation Area for Recreational Purposes, and such easement shall be appurtenant to and shall pass with the title to all Lots. Unless waived by vote of at least two-thirds of the Lots entitled to vote (as evidenced by an affidavit of an officer of the Association recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia, and subject to applicable zoning ordinances and other governmental rules and regulations) the Recreation Area shall be used only for Recreational Purposes. Rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment, fine, or maintenance charge remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(c) The right of the Association to charge reasonable fees for the use of any facilities which may be constructed upon the Recreation Area; and

(c) The right of the Association at any time to transfer all or any part of Recreation Area if authorized by vote of at least two-thirds of the Lots entitled to vote; and

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Recreation Area.

*Section 2. Extension of Rights and Benefits.*

Every Owner of a Lot shall have the right to extend the rights and easements of enjoyment vested in him or her under this Article to each tenant and to each family member who resides on the Lot and to other persons as may be permitted by the Board of Directors of the Association.

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J.W.T.

**ARTICLE 5**

**Assessment**

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*Section 1. Creation of Liens and Personal Obligation for Assessments.*

Each Owner, by acceptance of a deed or other conveyance for any Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association: (a) Annual assessments, fines, and maintenance charges, and (b) Special assessments. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, fines, maintenance charges, and special assessments, together with such late fees, interest, and costs of collection (including attorney fees actually incurred) as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, and shall also be the joint and several personal obligation of the Owners of the Lot at the time the assessment, fine, or maintenance charge fell due.

*Section 2. Purpose of Assessment.*

The assessments levied under this Article 5 shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of the Recreation Area, the provision of street lighting, and the maintenance of the landscaped entrance area and right-of-way planters (the "Islands") of Heron Point Subdivision. Authorized uses of funds shall include, but not be limited to, the payment of taxes and insurance, the costs of necessary repair, replacement and additions, and the cost of labor, equipment, materials, management, and supervision of Association activities. A portion of the annual assessments levied by the Association may be devoted to establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Recreation Area and the Islands, as well as for legal costs.

*Section 3. Basis and Maximums of Annual Assessments.*

The amount of the annual assessment shall be determined by the Board of Directors of the Association and shall be paid by the Owners of all Lots; provided, however, that the annual assessment may not be set at more than Two Hundred Dollars (\$200) without the affirmative vote of at least two-thirds of the Lots entitled to vote at that time.

*Section 4. Special Assessments.*

Upon the affirmative vote representing at least two-thirds of the Lots entitled to vote at that time, the Association's Board of Directors may levy and collect a specific special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement upon the Recreation Area or the Islands, including any necessary fixtures or personal property related thereto.

*Section 5. Equality of Assessment among Residential Units.*

No Lot shall bear a higher annual or special assessment than any other Residential Unit within the Restricted Property.

*M. C. [Signature]*  
KSA  
M.C.  
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*Section 6. Date of Commencement of Annual Assessments; Due Dates.*

(a) The Association's Board of Directors shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least sixty (60) days in advance of the due date. The entire amount of the annual assessment for each Lot shall become due and payable to the Association on the due date, which date shall be determined by the Association's Board of Directors. The annual assessment shall be established on a calendar year basis.

(b) The Association shall, upon written request at any time, furnish to any Owner liable for any assessment, fine, or maintenance charge, a written certificate signed by an officer of the Association setting forth whether said assessment, fine, or maintenance charge has been paid. A reasonable fee, as determined by the Association's Board of Directors, may be charged for the issuance of such a certificate. Such certificates shall be conclusive evidence of payment of any assessment, fine, or maintenance charge therein stated to have been paid.

*Section 7. Rules and Regulations; Fines for Violations of Rules and Regulations; Procedures for Levying Fines.*

(a) The Association's Members, by majority vote, shall from time to time establish Rules and Regulations applicable to all Lots. Such Rules and Regulations shall be effective and enforceable thirty (30) days after they are distributed to all members. Distribution may be by personal delivery or by regular first-class mail to the address of the Lot.

(b) The published Rules and Regulations shall include a schedule of fines for violations of the Rules and Regulations. No fine may be imposed against a Lot unless at least one written notice of violation has been delivered to an Owner of the offending Lot and a reasonable time for compliance has elapsed. If a fine is to be imposed for violation of the published Rules and Regulations, the Owners of the offending Lot shall be given an opportunity for a hearing before the Board of Directors (or its Enforcement Committee) prior to any attempt to collect the fine.

(c) Fines imposed in accordance with the above procedures shall be due ten (10) days after written notice of the fine is delivered to an Owner of the offending Lot.

*Section 8. Nonpayment of Assessments, Fines, or Charges; Owners' Personal Obligations; Liens; Remedies of the Association.*

(a) If any assessment, fine, or maintenance charge is not paid on or before the date when due, such assessment, fine, or maintenance charge shall become delinquent and, together with late fees, interest, and costs of the collection thereof, shall thereupon become a continuing lien on the delinquent Lots which shall bind such property in the hands of the then Owners and their heirs, designees, personal representatives, successors, and assigns. In addition to these lien rights, the personal obligation of the Owners to pay such assessments shall remain their joint and several personal obligations and shall also pass to successors in title. If title to the Lot is transferred, such previous Owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which they were obligated to pay immediately preceding the transfer; and such prior Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owners and successors

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in title creating any indemnification of the prior Owners or any relationship of principal and surety as between themselves.

(b) If any assessment, fine, or maintenance charge is not paid on or before the date when due, a late fee equal to ten percent (10%) of the unpaid amount shall be immediately due and payable. If any assessment, fine, maintenance charge, or late fee remains unpaid thirty (30) days after the date when due, such unpaid amounts shall bear interest from the date when due at the rate of ten percent (10%) per annum (compounded monthly), and the Association may bring legal action against the Owners personally obligated to pay the same, or foreclose its lien against such Lot, in which event collection costs (including court costs and attorney's fees actually incurred) shall be added to the principal amount as may then be due. Each Owner, by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt, and to foreclose the aforesaid lien in an appropriate proceeding at law or in equity. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Recreation Area or any other common facilities or services. The Association shall not waive any liens or rights it may have against any Lot.

(c) If any assessment, fine, or maintenance charge is not paid within thirty (30) days after the date when due, the Board of Directors of the Association may also suspend the membership rights of the delinquent Owners, including the right to vote, the right of enjoyment in and to the Recreation Area, and the right to receive and enjoy such services and other benefits as may then be provided by the Association. Any such suspension shall not affect such Owners' obligation to pay assessments, fines, and maintenance charges due during the period of such suspension, and shall not affect the permanent charge and lien on such Lot in favor of the Association.

*Section 9. Subordination of Charges and Liens to Mortgages.*

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special, fines or maintenance charges) with respect to any Lot is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation, or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owners of the mortgaged property of their personal obligation to pay all assessments, fines, and maintenance charges coming due at any time while such Person was an Owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant

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*M. C. S.*  
*M. S.*



to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment, fine, or maintenance charges authorized hereunder become due after such sale and transfer.

## **ARTICLE 6 Administration**

### *Section 1. Responsibility for Administration.*

The administration of the Association, the maintenance, repair and operation of the Recreation Area and facilities and the Islands shall be the responsibility of the Association.

### *Section 2. Management and Maintenance Agreement.*

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Recreation Area and the Islands. In the event the Association shall determine to place improvements on the Recreation Area pursuant to this Amended Declaration and enters into a management agreement for the operation of such facilities and improvements, the Manager shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association by this Amended Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, in the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination sixty (60) days after more than fifty percent (50%) of the members then entitled to vote, affirmatively vote to so terminate such contract.

### *Section 3. Limitations of Liability; Indemnification.*

Notwithstanding the duties of the Association to maintain and operate the Recreation Area and to maintain the Islands, the Association shall not be liable for injury or damage caused by the latent condition of the Recreation Area nor for injury caused by the elements, members, or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of being or having been an officer or director of the Association, and any settlement, whether or not he or she is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer and director are adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

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**ARTICLE 7**  
**Insurance and Casualty Losses**

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*Section 1. Insurance.*

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Recreation Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a liability policy covering the Recreation Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by a company license to do business in the State of Georgia and holding an "A" or better rating by Best's Insurance Report or a similar publication, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

**ARTICLE 8**  
**General Provisions**

*Section 1. Duration.*

The covenants and restrictions of this Amended Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owners of any of the Lots, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said covenants and restrictions will be automatically renewed and extended, beyond said 20-year period, for successive periods of ten (10) years each, unless an agreement for termination is signed by members of the Association then entitled to cast at least fifty-one percent (51%) of the votes of the Association and such agreement is filed for record in the office of the Clerk of the Superior Court of Bryan County, Georgia, at least ninety (90) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any Lot, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Amended Declaration may be renewed and extended as provided herein.

*Section 2. Notices.*

Any notice required or permitted to be sent to any member pursuant to any provision of this Amended Declaration may be served personally or by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at his last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. If mailed, the date of service shall be the date of mailing.

*Section 3. Severability.*

Whenever possible, each provision of this Amended Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision hereof or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without

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*J. M. C.*  
*AWT*

the invalid revision or application, and to this end, the provisions of this Amended Declaration are declared to be severable.

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*Section 4. Amendment.*

This Amended Declaration may be amended at any time by an instrument approved by members of the Association representing at least two-thirds of the Lots in the subdivision; provided, however, that any such amendment of these covenants and restrictions must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Lots, and shall not become effective until the instrument evidencing such change has been duly filed for record in the office of the Clerk of the Superior Court of Bryan County, Georgia, and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of such filing for record. Every purchaser or grantee of any interest in the Restricted Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Amended Declaration may be amended as provided herein.

*Section 5. Submission to Georgia Property Owners Association Act.*

The Association elects to submit itself and this Amended Declaration to the Georgia Property Owners Association Act (O.C.G.A. § 44-3-220 et seq.). Any provisions of this Amended Declaration or of any other document governing the activities of the Association which do not conform to the requirements of the Georgia Property Owners Association Act, as amended, are hereby amended to conform with the requirements therein.

IN WITNESS WHEREOF, this Declaration is executed as of the day and year first above written by the members of the Heron Point Architectural Committee (exercising the authority granted to them in the Original Declaration) and by a duly authorized officer of the Association (certifying that the required affirmative votes representing at least two-thirds of the Lots entitled to vote were lawfully obtained and that all required notices were properly given).

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{Signatures on following page}

Handwritten signatures and initials: KES, M.C., and another signature.

462 0520

HERON POINT SUBDIVISION  
ARCHITECTURAL COMMITTEE

*William Thomas*

Witness

*Sarah Thomas*

Sarah Thomas

*Mark Schaefer*  
Notary Public **MARK SCHAEFER**  
My Commission Expires Nov 19, 2007

*William Thomas*

Witness

*Midge Cook*

Midge Cook

*Sarah Thomas*  
Notary Public **SARAH THOMAS**  
My Commission Expires 9/25/07

*William Thomas*

Witness

*Kathleen Schaefer*

Kathleen Schaefer

*Sarah Thomas*  
Notary Public **SARAH THOMAS**  
My Commission Expires 9/25/07

HERON POINT SUBDIVISION  
HOMEOWNERS ASSOCIATION, INC.

*William Thomas*

Witness

By: *Mark Schaefer*  
Mark Schaefer, President

*Sarah Thomas*  
Notary Public **SARAH THOMAS**  
My Commission Expires 9/25/07