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Bibb County Superior Court
Erica Woodford Clerk
BK **9167** PG **286-296**

Downer + Sims LLP
3717 Vineville Ave
Macon GA 31204

**DECLARATION OF RESTRICTIVE COVENANTS FOR
WESLEYAN CROSSING SUBDIVISION**

GEORGIA, BIBB COUNTY:

THIS DECLARATION, made this 3 day of December, 2013, by **OVERLOOK AT ARKWRIGHT, LLC**, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property designated as Lots 1 through 48 (Less and Except Lots 4, 15 & 16), together with the detention areas, all as shown on a plat of survey for North Wesleyan Gardens Subdivision, n/k/a Wesleyan Crossing Subdivision, dated October 11, 2007 recorded in Plat Book 92, Page 539, Bibb Superior Court Clerk's Office (said plat is incorporated herein by reference):

WHEREAS, Developer desires to devote said lots in Wesleyan Crossing Subdivision (hereinafter referred to as "Subdivision") to residential use and considers it desirable and appropriate to record restrictions applicable thereto for the benefit and compliment of all of the lots in said Subdivision and the future owners thereof:

NOW THEREFORE, in consideration of the premises and of the benefits, both present and future, to the Developer, its successors and assigns, and all subsequent owners of the lots in said Subdivision, the Developer does hereby covenant, agree and declare that the lots in the Subdivision shall be subject to the covenants, condition and restrictions set forth herein which shall run with the real property and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. In subjecting the Subdivision to the covenants, condition and restrictions set forth herein, it is the intention of the Developer to avail the Subdivision of the benefits and provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220 et. seq.

DEFINITIONS

The following words, when used in the Declaration (unless the context prohibits) shall have the following meanings:

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- 1 “Subdivision” shall mean and refer to all of the real property shown on said plat
of "Wesleyan Crossing Subdivision", including the lots and detention areas shown
thereon and presently owned by the Developer.
- 2 “Owner” shall mean and refer to the record owner, whether one or more persons
or entities, of fee simple title to any portion of the Subdivision.
- 3 “Lot” shall mean any one of the lots in said Subdivision as shown on said plat of
the Subdivision.
- 4 “Developer” shall mean and refer to OVERLOOK AT ARKWRIGHT, LLC and
any assignee of Developer's rights and powers hereunder.

RESTRICTIVE COVENANTS

These restrictions applicable to the Subdivision are as follows:

I. LAND USE AND BUILDING TYPE. All lots subject to these restrictions shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any lot other than one single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single family residence). No building constructed elsewhere shall be moved to, placed or maintained on any lot. All residences shall be built onsite and no modular homes or manufactured homes are allowed. No dwelling house constructed on any of said lots shall be in any manner occupied until it is substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same is fully completed, but in no event shall construction remain incomplete 12 months after commencement.

II. MINIMUM DWELLING SIZE. No dwelling shall be permitted on any Lot in the subdivision unless prior written approval of the same is received from the Architectural Control Committee as hereinafter provided for. Each dwelling that is single story shall have not less than 1,800 square feet of heated and cooled living space and each dwelling that is two story shall have not less than 2000 square feet. The definition of heated and cooled living space shall be exclusive of unfinished or finished basements, porches, terraces, patios, garages and accessory buildings.

III. RESUBDIVISION. No lot or lots in the Subdivision shall be re-subdivided in a manner that will result in an increase in the total number of lots in the Subdivision. This shall not be construed as precluding the conveyance of part of a lot to the owner of an adjacent lot, provided that the remaining lot is not substandard under the then existing regulations of the Bibb County Planning & Zoning Commission or its successor.

IV. EXTERIOR STANDARDS.

- a. Front loaded garages and vinyl siding shall be allowed. No commercial vehicles may be parked or stored on a Lot on either a temporary or permanent basis.
- b. No motor homes, campers, camper trailers, boats, boat trailers, or other recreational vehicles shall be kept or stored on any part of any of said Lots except within an enclosed garage
- c. There will be no exterior clothes lines or other drying apparatus.

V. SPECULATIVE CONSTRUCTION. There shall be no home constructed on the lot for speculative purposes. Any lot owners who constructs a house upon a lot, shall prior to construction, sign an affidavit indicating their intent to live in the property as their principal residence upon completion of the house. Said affidavit must be approved by the Declarant and the Architectural Control Committee prior to construction beginning. If the lot owner does not intend to live in the house as their principal residence, then the lot owner must have a purchase contract with an outside party prior to beginning construction. Said purchase contract must be approved by the Declarant and the Architectural Control Committee prior to construction beginning. If a lot owner violates this Speculative Construction restriction, then said lot owner shall pay a Transfer Fee to the Developer in the amount of \$25,000.00 upon the sale of the home. However, this Speculative Construction restriction shall not apply to the Declarant. In addition, Declarant reserves the unilateral right to waive this restriction.

VI. OTHER STRUCTURES. Other structures may be erected or permitted to remain on any Lot in addition to one single residential building if such structure is erected for the pleasure and convenience of the occupants of said single residence and if such structure is compatible with the residential use of the property. Prior to construction, said structure must be approved in writing by the Architectural Control Committee and must be of the same exterior quality and constructed of materials substantially the same or better than the one single residential building on said Lot.

VII. FENCING. No fence or wall shall be erected or placed on any Lot without the written approval of the Architectural Control Committee.

VIII. DRAINAGE. On those Lots having a drainage easement, ditch, or ditches, either natural or man-made, said easements and ditches shall not be altered, covered or diverted so as to cause damage to an adjoining Lot. Such ditches may, however, be enclosed with culvert pipe of such size, capacity and installation approved by the Bibb County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, and do not concentrate such flow of water as to cause damages to any other property owner or owners within such Subdivision.

IX. NUISANCES. No trade or commercial activity, nor any activity of a noxious or offensive nature, shall be conducted or permitted upon any Lot, nor shall anything be done on any Lot that will result in an unreasonable annoyance, discomfort or nuisance to any owner of another Lot, including barking dogs.

X. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, camper unit, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence either temporarily or permanently. No trailer, boat, motor vehicle or camper unit under repair shall be permitted on any Lot for any purpose unless housed in a garage or carport (except that a trailer may be used as a construction office during the normal period of construction of the main dwelling). Neither shall any boat, trailer, camper unit, inoperable vehicle or motor vehicle under repair be parked on any street shown on said Subdivision plat.

XI. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for one sign not more than six (6) square feet in area advertising the Lot for sale or rent, or a sign with similar size limitations for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot.

XII. GARBAGE. No garbage or trash shall be placed or kept on any portion of the property except in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection, and then only for the shortest time reasonably necessary to effect such collection.

XIII. LANDSCAPING. Lots shall be landscaped within fifteen (15) days after the residence located on the Lot becomes occupied, shall be maintained in a neat and proper manner, and shall not be used as a dumping ground for rubbish. All areas of the Lot located in front of the residence that are cleared to be grassed must be sodded within fifteen (15) days after construction is completed as approved by the Architectural Control Committee.

XIV. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, and no structures for their housing or accommodation shall be erected or maintained thereon, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Any facilities used to house such pets shall be subject to approval by the Architectural Control Committee as to size, location and exterior appearance.

XV. ARCHITECTURAL STANDARDS/ARCHITECTURAL CONTROL COMMITTEE.

- a. No exterior construction, alteration, addition, or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any Lot, except such as is installed by the Developer, or as is approved in writing in accordance with this section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until such plans and specifications showing at least the nature, kind, shape, height, materials, and location are submitted in writing to and are approved in writing by an Architectural Control Committee established by the Developer. The Developer may employ (but is not required to do so) for the Architectural Control Committee architects, engineers, or other persons the Developer may deem necessary to

assist the Architectural Control Committee in performing its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, who shall have full authority to act on behalf of the Architectural Control Committee for all matters delegated. The Architectural Control Committee may adopt specific design and development guidelines, as well as application and review procedures which, if adopted, will be set forth in the Architectural Guidelines. In the event guidelines are adopted, copies of the guidelines shall be available from the Architectural Control Committee for review. The Architectural Control Committee shall have sole and full authority to prepare and amend any Architectural Guidelines adopted. The Architectural Control Committee shall also make the Architectural Guidelines, if adopted, available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and such owners, builders and developers shall conduct their operations strictly in accordance therewith.

- b. In the event Architectural Guidelines are not formally adopted, in order to facilitate the review by the Architectural Control Committee, the following information, together with such other additional information as the Architectural Control Committee may request, shall be submitted to the Committee for written approval before any construction begins:
 - 1) Site plans to scale showing the location of all structures, driveways and walks and indicating original and finished grades.
 - 2) Construction plans, to scale, including floor plans, elevations and square footage and also including roof plans showing the roof pitch.
 - 3) Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on site.

- c. The Developer shall have the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right except in a written instrument in recordable form executed by Developer and recorded in the Deed Records of the Clerk's Office of the Superior Court of Bibb County, Georgia. Each year after the Developer surrenders such rights, the resident owners of all the Lots comprising the Subdivision shall be majority vote appointment for a one year term three (3) resident owners to serve as the members of the Architectural Control Committee. The Developer hereby appoints Matt Gilbert, Jim Veal and Ryan Griffin, who shall act as the Committee members in such capacity for the term of this Declaration, unless such appointment is sooner terminated in writing by the Developer, its successors or assigns, and either (i) a new person or entity is appointed by the Developer, or (ii) the Developer surrenders its rights hereunder to appoint the members of the Architectural Control Committee, in which event three members shall be elected each year by the resident owners as hereinabove provided.

- d. In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been received by the Committee, such approval shall be deemed to have been given, but as to any such approval the Lot owner, his successors and assigns, shall be bound by and shall comply with all other provisions of this Declaration. As a condition of approval under this Section, the owner of a Lot shall assume all responsibilities for maintenance, repair, replacement, and insurance for, to and on any change, construction, modification, addition, or alteration. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies, in the event of noncompliance with this section, the Architectural Control Committee may record in the appropriate deed records a notice of violation hereunder naming the violating owner.
- e. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the member thereof, nor the Developer assumes any liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications, nor shall the Committee, the members thereof, or the Developer have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations. Neither the Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Lot agrees that he will not bring any action or suit against Developer, the Architectural Control Committee, nor their officers, directors, members, employees or agents to recover any such damages and hereby releases, remises, quit, claims, and covenants not to sue the Developer, the Architectural Control Committee, and their officers, directors, members, employees and agents for any claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

XVI. NO WAIVER OF FUTURE APPROVALS. The approval of the Architectural Control Committee of any proposals or plans and specifications and drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of

such Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval.

XVII. VARIANCE. The Architectural Control Committee may authorize variances from compliance with any of the provisions of any Architectural Guidelines adopted or any of the above provisions contained in this section when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the general intent of these restrictions to provide for an aesthetically pleasing single_family residential subdivision restrictions as set forth in the body of this Declaration, or (c) prevent the Architectural Control Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

XVIII. ACCESS. The Developer reserves for itself and its successors in title an easement for access, ingress and egress to and from and over any of the Subdivision Lots to install, service, replace, maintain, repair and improve any of the easements shown on or established by such plat or survey of the Subdivision. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or dwelling unit across any other Lot or dwelling unit as may be necessary for the installation, control, maintenance and repair of any utility, structures or facilities affecting or crossing any Lot or dwelling unit.

XIX. AMENDMENT. This Declaration may be amended at any time and from time to time by the Developer, or by an agreement signed by the owners of at least two thirds of the Lots; provided, however, such amendment by the owners shall not be effective unless also signed by the Developer so long as the Developer owns at least one Lot in the Subdivision. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage encumbering any Lot or dwelling unit 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. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this paragraph.

XX. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of the Declaration or the application of the same to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

XXI. HOMEOWNERS' ASSOCIATION

1. **MEMBERSHIP.** Every person or entity who is the owner of any of the Lots within Wesleyan Crossing Subdivision shall be a member of the Wesleyan Crossing Homeowners Association, Inc., subject to and bound by this Declaration, and each member shall make timely payment to the Association of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of the Lot shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or legal entities, all such persons or entities shall be members. The right of membership (including the voting power arising there from) shall be exercised only as stipulated in the sections below. The Developer shall also be a member of the Association until the Developer resigns its membership in writing.

2. **SUSPENSION OF VOTING RIGHTS.** During any period in which a member shall be in default in the payment of any Assessment levied by the Association his voting rights shall be suspended by the Board of Directors until such assessment is paid.

3. **NO INITIATION FEE.** No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due all Assessments and Special Assessments levied upon each member's Lot as specified in this Declaration.

4. **VOTING AND VOTING RIGHTS.** The Developer shall retain all voting rights until Developer has transferred all of the lots owned by the Developer, or surrenders its rights herein in writing to the members of the Homeowners Association. The voting rights for lot owners as established herein, shall not be effective until the Developer has transferred all lots owned by the Developer, or Developer surrenders its exclusive voting rights in writing to the Homeowners Association. Once Developer has sold its last lot, or surrenders its exclusive rights established herein, then the voting and voting rights of membership shall be appurtenant to the ownership of a Lot. When two (2) or more persons own an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding any interest in said Lot, and in no event shall more than one vote be cast with respect to any one Lot.

5. **DELINQUENT MEMBERS.** My member who is delinquent in the payment of any charge or assessment duly levied by the Association against a Lot owned by such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and collection costs, have been paid.

6. **METHOD OF VOTING.** Once the Developer surrenders its exclusive voting rights, then voting on all matters except the election of Directors shall be by a voice vote or by a show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When directors or officers are elected by the members, the solicitation of proxies for such elections may be conducted by mail.

7. **ANNUAL AND SPECIAL ASSESSMENTS.** In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all Lots within the subdivision. Each owner of a Lot within the subdivision by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Annual Assessments and Special Assessments as needed for the purposes herein stated. The Annual and Special Assessments, together with interest thereon, shall constitute a lien upon the Lot against which such assessment is levied and shall run with the land, and shall take priority from the date a Notice of Lien for Delinquent Assessment is filed in the public records of Bibb County, Georgia subject however to the rights of mortgagees hereinafter set forth. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be in the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

8. **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine for the benefit of its Members. Such purposes shall include, but not be limited to, maintenance, landscaping and beautification of the subdivision entrances, the entrance signs, shrubbery, and grass and detention areas.

9. **ANNUAL ASSESSMENTS AND TRANSFER ASSESSMENT.** Beginning January 1, 2013, the Annual Assessments shall be \$75.00 per Lot. Beginning January 1, 2014, the Annual Assessment may be adjusted for each subsequent year by the Association's Board to an amount which will be sufficient in the sole judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year. PROVIDED HOWEVER, that the Developer shall not owe the annual assessment for any Lots owned by the Developer.

In addition to the above referenced annual assessment, upon the transfer of any lot within the subdivision, a transfer fee in the amount of \$200.00 shall be due and payable to the Association. The transfer assessment may be adjusted to an amount which will be sufficient in the sole judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions. PROVIDED HOWEVER, that the Developer shall not owe the transfer assessment for any Lots transferred by the Developer.

10. **SPECIAL ASSESSMENTS.** In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a Special Assessment or Assessments, provided any such Assessment shall be approved by no less than a majority of the Lot owners and by the Developer so long as the Developer owns five (5) or more Lots.

11. **ASSESSMENT DATE.** Subject to the maximum set forth above, Annual Assessments shall be determined by the Board prior to January 1st of each year. The Annual

Assessment shall be due on January 1st of each year and past due if not received by January 30th of that year.

12. **BOARD OF DIRECTORS.** The Board of Directors shall consist of three (3) members elected by a majority vote of the Lot owners. The initial Board of Directors shall consist of Matt Gilbert, Jim Veal and Ryan Griffin, who shall serve as the Board of Directors until the Developer has transferred the last lot in the subdivision. Upon said date, the members shall elect from among all members, a new Board of Directors consisting of three (3) members which Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the community property, the entrance infrastructure, fence and landscaping located on the first and last lot of the subdivision, and to commit and spend such funds as may be necessary, related or incidental thereto. All decisions of the Board of Directors shall be made by a simple majority vote.

13. **TERM OF OFFICE.** The Board of Directors, with the exception of the initial Board of Directors, shall serve for a period of twelve (12) months or until such date as their successors have been elected by a majority vote of the members. Any vacancy arising on the Board prior to the next annual election shall be filled by the remaining Board members. Said members shall serve without compensation and shall have no personal liability to any of the members save and except for acts of willful misappropriation of the Association's Funds.

14. **NOTICE OF QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION FIVE.** Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized hereunder shall be sent to all Members by first class mail not less than ten (10) days and not more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Notice requirements for meetings of the Board of Directors shall be as follows: All directors must be given either written or oral notice twenty-four (24) hours prior to the time of such meeting, provided, however, any Director may waive notice by written waiver.

15. **EFFECT OF NON-PAYMENT OF ASSESSMENT: REMEDIES OF THE ASSOCIATION.** Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum.

The Association, its agents or representatives, may bring an action at law against the Owner personally obligated to pay the same, and in any event shall file in the public

records a notice of Lien for Delinquent Assessment and may foreclose the lien against the real property to which the Assessment relates. Such liens shall run with the land and bind subsequent Owner with or without actual notice, except for mortgages as provided in Section 5.16 of the Article. Interest, costs, and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his, her or its Lot.

XXII. SUBORDINATION OF LIEN TO MORTGAGES AND SECURITY

DEEDS. The lien for Delinquent Assessment provided for herein shall be subject to the lien of any first priority mortgage or security deed. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such Assessments as to the payments which became due prior to such sale or transfer but not the personal liability of the prior Owner. No sale or transfer shall relieve such Owner from liability for any Lien or Assessment including, without limitation, any Lien or Assessment thereafter becoming due.

IN WITNESS WHEREOF, Developer has caused these presents to be executed by its duly authorized officers and its corporate seal affixed hereto the date and year first above written.

OVERLOOK AT ARKWRIGHT, LLC

By: *Mark S. Gilbert*
Print Name: *Mark S. Gilbert*
Title: *Member*

David M. Donner
Witness
David M. Donner
Notary Public

