

After Recording, Return To:

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STATE OF GEORGIA
COUNTY OF CLARKE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF KENNEY RIDGE SUBDIVISION AND THE
KENNEY RIDGE COMMUNITY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and Easements for Kenney Ridge Subdivision and the Kenney Ridge Community Association, Inc., was recorded on December 15, 1995, in Deed Book 1537, Page 260, *et seq.*, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the “Original Declaration”);

WHEREAS, an Amendment to the Original Declaration was recorded on November 1, 1996, in Deed Book 1594, Page 388, *et seq.*, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the “1996 Declaration Amendment”);

WHEREAS, another Amendment to the Original Declaration and the 1996 Declaration Amendment was recorded on April 6, 2005, in Deed Book 2844, Page 236, *et seq.*, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the “2005 Declaration Amendment”);

WHEREAS, a plat relating to the Kenney Ridge Subdivision and the Kenney Ridge Community Association, Inc., has been filed in Plat Book 32, Page 157, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia;

WHEREAS, Section 19, entitled “Amendments”, of the Original Declaration, as amended by the 2005 Declaration Amendment, provides for the amendment of the Original Declaration by an affirmative vote of the owners of eighty-five percent (85%) of the lots affected by the covenants of the Original Declaration, as amended;

WHEREAS, owners of at least eight-five percent (85%) of the lots affected by the covenants of the Original Declaration, as amended, desire to amend and restate the Original

Declaration, as amended by the 1996 Declaration Amendment and the 2005 Declaration Amendment, in its entirety and have approved the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Kenney Ridge Subdivision and the Kenney Ridge Community Association, Inc., contained in this instrument (the “Amended and Restated Declaration”);

WHEREAS, the amendments of the Amended and Restated Declaration do not materially and adversely affect the security title or interest of any first mortgagee; provided, however, that, if a court of competent jurisdiction determines that the amendments of this Amended and Restated Declaration do materially and adversely affect the security title or interest of any first mortgagee without such mortgagee’s consent, then the amendments of this Amendment and Restated Declaration shall not be binding on the first mortgagee so involved, unless such mortgagee consents hereto; and, if such consent is not forthcoming, then the provisions of the Original Declaration, as amended by the 1996 Declaration Amendment and the 2005 Declaration Amendment, shall control with respect to the affected first mortgagee;

WHEREAS, the real property described in Section 1, entitled “Property Subject to This Declaration”, of the Amended and Restated Declaration set forth hereinbelow, including the improvements constructed or to be constructed thereon, and any additional property which is hereafter subjected to this Declaration, shall be held sold, transferred, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property now or hereafter made subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of such real property, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof;

NOW, THEREFORE, the Original Declaration, as amended by the 1996 Declaration Amendment and the 2005 Declaration Amendment, and all exhibits thereto are hereby stricken in their entirety, and the Amended and Restated Declaration, appearing on the following pages, is simultaneously substituted therefor:

COVENANTS

Original Covenants: 12-18-1995

Amended: 11-01-1996 (amendments in red text)

Amended: 02-06-2005 (amendments in green text)

Amended: 11-21-2014 (amendments in blue text and purple text)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF KENNEY RIDGE SUBDIVISION AND THE KENNEY RIDGE COMMUNITY ASSOCIATION, INC.

Introduction

We, the Lot Owners of the Kenney Ridge subdivision and the voting members of the Kenney Ridge Community Association, Inc. (the “Community”), join together to establish and maintain a Community where:

- Our neighbors are equal partners in the Community;
- Fellowship is encouraged, including the use of a Community building for dinners and other functions;
- The environment is conserved and respected;
- Diversity is celebrated;
- The health, safety, and security of all members of the Community are nurtured.

Purpose:

To be a Community dedicated to caring for both people and the Earth by learning, living, and demonstrating the skills needed to create a nourishing, sustainable environment and culture in which conflicts are resolved with mutual creativity and resolution is sought through positive channels.

Goals

As a Community, our goals are to nurture an increasingly abundant world by enhancing living systems while reducing consumption of resources, foster the lifelong learning and growth of every Community member recognizing each individual as both teacher and learner, preserve our landholding through proper stewardship, designated wilderness areas and ecologically sound use of our resources, and to create Community space and shared resources which are conducive to the growth and needs of the Community.

1. Property Subject to this Declaration.

a. *Existing Property.* The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Athens-Clarke County, Georgia,

and is more particularly described as:

All of that tract or parcel of land situate lying and being in the 1347th District, G.M. in Athens- Clarke County, Georgia f/k/a Clarke County, Georgia, and being all the containing 132.023 minus the right-of-way of those certain streets known as “Three Oaks Drive” as shown on the approved final plat of survey entitled “Kenney Ridge,” executed by Ray N. Woods, dated February 24, 1995 with final revision July 20, 1995, recorded in Plat Book 32, Page 157 in the office of the Clerk of Superior Court of Athens-Clarke County, Georgia, reference for a more complete description of property subject to this Declaration being hereby made to said Plat of survey and the record thereof is hereby incorporated into this description and made a part of this Declaration hereof by reference thereto (the “Kenney Ridge Subdivision” or the “Land”, as further defined hereinafter).

The following restrictive covenants shall apply to the lots of the Kenney Ridge Subdivision and the Lot Owners, tenants, residents, and other occupants thereof (sometimes collectively, the “Lot Owners”), and said restrictive covenants shall be strictly enforced against all purchasers or grantees, their heirs and assigns who purchase or otherwise acquire a lot or tract of land in said Kenney Ridge Subdivision.

b. *Additional Property.* Land and property acquired by the Kenney Ridge Community Association, Inc. which is adjacent, contiguous, or in close proximity to the land may become subject to this Declaration of Covenants, conditions, Restrictions, and Easements of Kenney Ridge Subdivision and the Kenney Ridge Community Association, Inc. (the “Declaration” or the “Covenants”) by imposing additional declarations containing essentially the same substance as in these restrictions. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of members of the Kenney Ridge Community Association to the end that all rights resulting to members of the Kenney Ridge Community shall be uniform.

2. Applicability.

These Covenants shall bind all owners of lots within the described property subject to this Declaration. Should any Lot Owner sell or otherwise transfer a lot to another party, the new owner will continue to be bound by these Covenants, and the Covenants will hereby run with the land. The following paragraph shall be included in the sales contract of any property sold in Kenney Ridge:

“Buyer(s) affirm that they have received and read the Covenants and Bylaws of the Kenney Ridge Community Association (KRCA). Buyer(s) also affirm that they have received the information package describing the rights and obligations of members of KRCA.”

3. Definitions.

- a. “Community” means the Kenney Ridge Community Association, Inc., a non-profit Georgia membership corporation;
- b. “Developer” means Nancy Stangle and Philip Stangle, who developed Phase I of the

Land, and, to the extent applicable, Kenney Ridge Development Group, Inc., a Georgia corporation, now administratively dissolved, which subsequently developed Phase II of the Land;

- c. “Common Land” and “Common Property” mean those areas of land, including all roads and other easements, and any property or interest therein (whether or not shown on any recorded survey of the Property filed by the Developer), intended to be devoted to the common use and enjoyment of the members of the Community;
- d. “Governing Board” means the Board of Directors of the Community, which shall be annually elected by the members thereof;
- e. “Tree” means any hardwood tree whose trunk has at least a 4” diameter measured 4.5 feet above ground level, or any coniferous tree whose trunk has at least an 8” diameter measured 4.5 feet above ground level;
- f. “Removal of tree” means any act which causes a tree to die within a period of two years, including but not limited to:
 - i. Damage inflicted upon the root system by machinery, storage of materials, and soil compaction;
 - ii. Changing the natural grade above the root system or around the trunk;
 - iii. Damage inflicted on the tree permitting infection or pest infestation;
 - iv. Excessive pruning;
 - v. Paving with concrete or asphalt of other impervious material within such proximity as to be harmful to the tree.
- g. “Bylaws” means the Bylaws of the Kenney Ridge Community Association, Inc.
- h. “Lot” means any plot of land approved as a lot by the Unified Government of Athens-Clarke County and shown upon a recorded plat of Kenney Ridge filed by the Developer and any plot of land as described in the Property Subject to this Declaration;
- i. “Adult” means a person of age twenty-one (21) or older;
- j. “Land” and “Kenney Ridge Subdivision” mean all such existing property and additions thereto as are subject to this Declaration or any supplemental declaration according to the description and provision of Paragraph 1.

4. Subdivision of Lots.

No lot in the Kenney Ridge Subdivision may be subdivided for the purpose of creating two or more lots therefrom, and no owner shall have the right of partition of any lot.

5. Allocation of Undivided Interest in the Common Property.

The undivided interest in the Common Property allocated to each lot in the Kenney Ridge

Subdivision shall be equal.

6. Membership in the Kenney Ridge Community Association.

Every Lot Owner and every Supporting Member of the Community, as defined in the Bylaws, shall be a member of Kenney Ridge Community Association, Inc., according to the provisions of the Bylaws. Every member shall be subject to the rules and obligations of membership as enacted by the Community under the Bylaws.

7. Method of Membership Decision Making.

The method by which decisions by the Community's membership can be exercised and the rights and obligations generally of the members of the Community with regard to decision making shall be in accordance with the Bylaws.

8. Common Land.

- a. *Right of Enjoyment.* Every Lot Owner of the Kenney Ridge Subdivision (the "Lot Owner") shall have a right and easement of enjoyment of all Common Land, and such easement shall be appurtenant to and pass with the title to a lot of land.
- b. *Improvements.* Buildings and improvements of a permanent nature erected or placed on Common Land and any activities (including removal of trees) that alter the nature of the Common Land shall have prior approval of the membership of the Community as set out in the Bylaws.

9. Assessments.

a. *Method.* Annual and/or special assessments upon each Lot Owner may be levied by the Community as determined to pay taxes and maintenance of Common Land.

b. *Purpose.* Monies from monthly and/or special assessments shall be administered by committees appointed by the Community, for the purpose of promoting the health, safety, and welfare of the residents of the Kenney Ridge Subdivision and, in particular, for the payment of land taxes on the Common Land. Remaining funds shall be used for the improvement and maintenance of other properties, services and facilities devoted to the use and enjoyment of the Common Land and the Community.

c. *Suspension.* The failure of any resident to pay any annual and/or special assessments may result in the withdrawal of certain privileges to use and enjoy common property at the discretion of the Governing Board, as provided for in this Declaration and/or the Bylaws. The Community shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges on behalf of an owner unless all fees and assessments to which they are subject have been paid in full.

10. Allocation of Liabilities and Assessments.

a. Each Lot Owner shall be liable for a share of the common expenses of the Community, as determined by the Kenney Ridge Community Association.

b. Each Lot Owner shall be personally liable for any assessment against his or her lot that becomes due while he or she is the owner. The owner of each lot shall, by acceptance of a deed from the Developer or any direct or remote successor in interest to Developer in any lot, be liable for and shall pay to the Community:

i. Annual assessments, levied in accordance with the Bylaws, in respect of expenditures made or incurred by on or behalf of the Community in the operation, management and supervision, printing and mailing, office equipment, legal and accounting fees as required, and other expenses related to the conduct of the affairs of the Community and the board of Directors, insurance, utility charges in connection with the Common Property, including electric, water, sewage and telephone charges, of expenses in connection with maintenance and repair of all Common Property and security;

ii. Special assessments, levied in accordance with Bylaws, for the purpose of defraying, in whole or in part, utilities, operating expenses, or the cost of any construction, reconstruction or unexpected repair or replacement of capital improvements in respect to the Common Property, including the necessary fixtures and personal property related thereto.

c. The Community shall have the authority to establish general rules applicable to all lots which provide that the penalty for failure to pay assessments in a timely fashion shall include any one or more of the following:

i. A late or delinquency charge, not in excess of the greater of \$10.00 or ten percent of the amount of each assessment or installment thereof not paid when due;

ii. Interest on each assessment or installment thereof and any delinquency or late charge appertaining thereto, from the date that the same was first due and payable, at a rate not in excess of ten percent (10%) per annum, but providing for an exemption from interest payments for hardship cases as provided for in the Bylaws and/or this Declaration.

iii. The cost of collection including court costs, any expenses required for the protection and preservation of the lot, and reasonable attorney's fees.

11. The Community.

a. *General.* Developer shall before July 15, 1995 cause the Kenney Ridge Community Association, Inc. (the "Community") to be duly incorporated as a non-profit membership corporation. The Initial Board of Directors of the Community shall be nominated by Developer, and shall all be owners of lots on the land. The limitations and restrictions on the powers of the Community and on the Governing Board of the Community are set out in this Declaration and the Bylaws of the Community.

b. *Powers.* The Community shall be empowered to enforce compliance with the rules or regulations contained in or promulgated in accordance with the lawful provision of the Community instruments, including this Declaration, the Articles of Incorporation of the Community (the "Articles"), and the Bylaws, and any rules or regulations contained in or promulgated in accordance with this Declaration or the Bylaws (collectively, the "Community Instruments"), to impose and assess fines and to suspend temporarily the right of use of certain of the Common Property.

- c. *Rights, Privileges, and Obligations of Members.* The rights, duties, privileges, and obligations of membership in the Community shall be as set forth in the Articles and the Bylaws.
- d. *Ownership and Interest of Kenney Ridge Community Association, Inc.* The rights, duties, and ownership of the Common Property and/or the Kenney Ridge Community will not pass to the Lot Owners until 90% of the lots developed have been purchased and closed on. At that time, Developer relinquishes all control of the Kenney Ridge Community and will transfer the ownership of any and all land designated as common area as designated in attached Exhibit A.

12. Covenants, Restrictions, and Affirmative Obligations on Lots.

- a. *Residential Purposes; Home Businesses.* The Kenney Ridge Subdivision and the Land within and around the same is formed for residential purposes, and lots therein shall be occupied and used by the owners thereof only as private residences of the owners and the families, tenants, invitees, and guests of such owners, and for no other purposes, except as home businesses are permitted under the following rules and regulations:
 - i. The home business shall be conducted by members of the family residing on the lot and shall be clearly secondary to the use of the lot for dwelling purposes;
 - ii. The existence or operation of the home business shall not be apparent or detectable by sight, sound, or smell from outside the Lot;
 - iii. The home business shall conform to all zoning requirements of the Athens-Clarke County government and the Community;
 - iv. The home business shall not involve door-to-door solicitation of residents of the Kenney Ridge Subdivision;
 - v. The home business shall not substantially increase traffic or include frequent deliveries within the Kenney Ridge Subdivision;
 - vi. The home business shall not increase the insurance premium paid by the Community or otherwise negatively affect the ability of the Community to obtain insurance coverage;
 - vii. The home business shall not result in a materially greater use of the Common Land by the Lot Owner or her his family, tenants, invitees, or guests; and
 - viii. The home business shall be consistent with the residential character of the Kenney Ridge Subdivision and shall not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residences of the Kenney Ridge Subdivision.
 - ix. The term “home business”, as used in this provision, shall be construed to have its ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis, which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required.

- b. *Unobtrusive Construction.* Unless otherwise approved in advance by the Community's Architectural Review Committee, all houses and buildings shall be constructed in such a manner as to appear unobtrusive from any road lying within the land.
- c. [Deleted.]
- d. *Equipment.* The Community has the right to regulate the possession and use of chemical, mechanical, or electrical equipment on the Land, other than such equipment normally found in a purely domestic residence or family farm, if such equipment poses a danger to other members of the Community.
- e. *Herbicides and Pesticides.* All Lot Owners shall use currently available best practices for non-chemical fertilization and weed and pest management, as provided by a State agricultural agency, a local organic nursery, or a Community Garden Committee, if created and existing, and use herbicides and pesticides as minimally as possible.
- f. *Vehicles.* No noxiously loud or dangerous vehicles shall be operated on the Land. Such vehicles do not include normal utilitarian equipment such as rototillers or lawn mowers.
- g. *Hunting.* No hunting shall be allowed on any part of the Land.
- h. *Unkempt Conditions.* It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings and grounds on her or his property, including, for example, the storage of inoperable vehicles, which shall tend to substantially decrease the beauty or value of the neighborhood, in whole or in part.
- i. *Nuisances.* No noxious, destructive, or offensive activity shall be carried on upon any lot in the Kenney Ridge Subdivision, nor shall anything be done thereon which may be or become a nuisance to one or more other Lot Owners or unreasonably interfere with the rights, comfort, or convenience of such Lot Owners. In the event that an alleged nuisance is reported to the Governing Board, the Governing Board, in its discretion, may require aggrieved individuals to seek redress personally for interference with their personal property rights before the Community intervenes and commences any enforcement action hereunder. No claim for any loss, damage, or any other reason shall exist by an aggrieved member of the Community against the Community for failure to enforce the provisions hereof if the aggrieved owner or occupant has not personally pursued all available remedies against the alleged violator for redress provided under Georgia law.
- j. *Structures.* No structure of a temporary character, trailer, tent, shack, garage, or other outbuildings shall be used as a permanent residence on any lot in the Kenney Ridge Subdivision.
- k. *Livestock, Poultry, and Other Animals.* Lot Owners are permitted to keep on their

respective lots horses, dogs, cats, and other household pets and to raise farm or production animals to the extent allowed by the ordinances of the Athens-Clarke County government; provided that all such pets and animals shall be kept and raised in clean and healthy conditions and in a manner that:

- i. Respects the rights, comfort, and convenience of all other Lot Owners;
- ii. Does not endanger the health of or unreasonably disturb another Lot Owner; and
- iii. Otherwise complies with these Covenants.

In the event that a Lot Owner fails to keep such an animal or animals in compliance with this and/or any other Covenant, the Lot Owner shall remove the animal or animals from the Kenney Ridge Subdivision. No farm or production animals or household pets may be raised, bred, or maintained on any lot for commercial purposes without the prior written approval from the Governing Board. Animals, livestock, or poultry may be reared, bred, or kept for the use of the members, their immediate family, and other residents only.

l. [Deleted.]

m. *Garbage and Refuse Disposal.* No lot in the Kenney Ridge Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment and containers for rubbish, trash, garbage, and waste shall be kept in a clean and sanitary condition. No incinerators are permitted on lots in the Kenney Ridge Subdivision. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Notwithstanding anything to the contrary contained in this paragraph, each Lot Owner is encouraged and permitted to dispose food, yard waste, and other compostable materials in composting bins and yard waste piles in areas of her or his lot not visible from the streets, provided that he or she uses best practices to maintain such bins and piles in a manner that prevents odors and does not encourage pests.

n. *Sewage Disposal.* All individual sewage disposal systems shall be designed, located and constructed on each lot in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health Rules for On-Site Sewage Management Systems. Approval of such systems as installed shall be obtained from such authority.

o. *Removal of Trees.* An area not to exceed one-half (1/2) of a contiguous acre for a house site and personal garden may be cleared on each lot in the Kenney Ridge Subdivision. Trees not on the aforesaid house site area shall not be removed from any land subject to these Covenants unless one or more of the following conditions exists:

- i. A necessity to remove trees which pose a safety hazard to persons and/or buildings.
- ii. A necessity to observe good forestry practices, *i.e.* the number of healthy trees that a given parcel of land will support.
- iii. A necessity to remove diseased and/or dead trees or trees weakened by age, storm, fire, or other injury;
- iv. A necessity to remove trees from an easement for the purpose of installing,

constructing, operating, and/or removing any electric, water, and/or sewer lines and/or septic tanks;

- v. A necessity to remove trees for solar power gain.
- p. *Weapons.* No discharge of guns or other weapons, including “B-B” guns, pellet guns, and firearms of all types, shall be allowed on any portion of the Kenney Ridge Subdivision. The Governing Board shall not be obligated to prevent or stop any discharge of guns or other weapons by its own efforts or resources and without relying on the legal process or the enforcement officers of the jurisdiction having proper authority to restrain such activity.
- q. *Easements.* Easements for installation and maintenance of utilities and drainage facilities, including the right to cut or trim vegetation, if necessary, and to locate pedestrian or bicycle paths, if approved by the Kenney Ridge Community, are hereby reserved over 5 feet of each side line of each lot, over the rear 10 feet of each lot, and over the front 8 feet of each lot. No recreational motor vehicles shall be allowed on any portion of these easements with the exception of reasonable use by lawn mowers, tractors, and vehicles for the use of handicapped persons.
- r. *Architectural Control.* No structure or improvement of a structure, including, but not limited to, fences, shall be erected, placed, or altered on any lot until the construction plans and specifications as a plan showing the location of the proposed structure on the lot have been approved by the Community as to the quality of workmanship and materials and harmony of external design with existing and proposed grade elevations. The exterior of each dwelling shall be of masonry, wood, or stucco painted or stained in colors approved by the Community.
- s. *Setback Requirements.* All structures, including, but not limited to, fences, shall not be erected or placed within 100 feet of the right-of-way of the road.
- t. *Oil and Mining Operations.* No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any lot at any time.
- u. *Utilities.* All utility services shall be underground and based on standard underground burial of said utilities by the respective guidelines of the utility companies.
- v. *Renewable Energies.* Lot Owners are encouraged to minimize energy consumption in building their houses and to use renewable energies and other energy efficiency measures.
- w. *Traffic.* All vehicles operated by Lot Owners and their guests shall be driven with caution and without excess speed in awareness of pedestrians, bicyclists, animals, and children.
- x. [Deleted.]

- y. *Unobtrusive Outdoor Lighting.* No security lights which are obtrusive and offensive shall be allowed. This regulation precludes but is not limited to lights which are the height and light radius of street lights.

13. Common Property.

- a. All Lot Owners and their guests shall have the nonexclusive right to use the Common Land and the elements and facilities thereon (collectively, the “Common Land”) for the purposes for which such land, elements, and facilities are intended, subject, however, to the following conditions:
 - i. Such use shall not obstruct the Common Land, encroach upon the lawful rights of other persons, or unreasonably disturb the peaceful enjoyment of the Common Land by other Lot Owners and their guests;
 - ii. The Community has the right to restrict the use and govern the operation of the Common Land by promulgating reasonable rules and regulations with respect thereto in accordance with **the Covenants and the Bylaws**. Such right shall include the right to charge Lot Owners reasonable one-time or monthly fees for leasing or otherwise using the Common Land as the Community deems necessary or appropriate.
 - iii. Unless otherwise expressly approved in advance by the Governing Board, the Common Land shall be used only for recreational and limited agricultural purposes which preserve wildlife and conserve natural ecosystems. Rules and regulations of the Community shall be established to promote these purposes.
- b. The Community shall maintain and keep in good repair the Common Land and make any additions or improvements thereto in accordance with these Covenants, the Bylaws, and the laws of the State of Georgia, including any and all laws related to land use.
- c. No recreational motor vehicles shall be allowed on any portion of the Common Land except on roads and other specifically designated areas. This provision shall not be construed to prohibit the reasonable use of lawn mowers, tractors, and vehicles for the use of handicapped persons.
- d. *Restrictive Easement on Common Land.* Every Lot Owner shall have a restrictive easement on the **Common Land**, which prohibits any and all development for residential purposes on all parts of the designated Common Land on the recorded final plat of Kenney Ridge (“Restrictive Easement”). This Restrictive Easement shall run with each lot, touch the land, inure to the benefit of the Lot Owners, and be binding upon the parties and their successors and assigns.

14. Easements.

The Community shall have the irrevocable right, to be exercised by the membership, to grant permits, licenses and easements over, under, through the Common Property and private lots for utilities, pedestrian trails, and other purposes reasonably necessary for the proper maintenance or operation of the land and its use and enjoyment as set out in this Declaration

and/or defined by the Community.

15. Eminent Domain.

In the event any portion of the Common Property is taken by eminent domain, the award shall be allocated equally among the lots; except that if a portion of any lot is taken by eminent domain, which taking does not render the dwelling located thereon uninhabitable, such lot shall retain its full interest in the Common Property.

16. [Deleted.]

17. Strict Compliance.

All Lot Owners shall strictly comply with the provisions of these Covenants and the other Community Instruments, including any restrictions, rules, or regulations contained in or promulgated in accordance with this Declaration and/or the Bylaws. All provisions of these Covenants and the other Community Instruments which govern the conduct of Lot Owners and which provide for sanctions against Lot Owners shall also apply to all tenants, residents, other occupants, guests, and invitees of each Lot Owner and such other occupants (collectively, "Occupants"). Each Lot Owner shall be responsible for insuring that the Occupants of such Lot Owner strictly comply with all provisions of these Covenants and the other Community Instruments.

18. Enforcement of Covenants and Affirmative Obligation on Lots and Common Land.

- a. *Covenants Binding: Term.* These Covenants shall run with and bind the Land and every lot thereon. For a period of twenty years from the date of these Covenants, they shall inure to the benefit of and be enforceable by the Community. After twenty years, said Covenants shall be automatically extended for successive periods of twenty years pursuant to OCGA 44-5-60 unless terminated by persons owning at least 85% of the lots affected by the Covenants by executing a document containing a legal description of the entire area affected by the Covenants and a description of the covenant to be terminated.
- b. *Disputes Between Lot Owners.* In any dispute between Lot Owners (including without limitation their tenants, residents, other occupants, guests, and invitees) involving a matter related to these Covenants and/or other Community Instruments, the parties to the dispute shall report the matter to the Governing Board before instigating legal proceedings against each other. The Governing Board, or a committee appointed by the Governing Board, shall investigate and document the matter as it relates to these Covenants and/or other Community Instruments.
- c. *Enforcement Provisions.*
 - i. Enforcement. Every Lot Owner and Occupant thereof shall strictly comply with the provisions of these Covenants, and any lack of compliance therewith shall entitle the Governing Board, on behalf of the Community and, in appropriate

cases, one or more aggrieved Lot Owners or occupants, to take action to enforce the provisions of these Covenants. Except as otherwise expressly provided herein or in the Bylaws, enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same. If any person bound to observe and comply with these Covenants shall violate or attempt to violate any provision or restriction of these Covenants while the same is in force, such violation or noncompliance shall be grounds for an action against such violator or attempted violator to recover sums due for damages, to obtain injunctive relief, or for any other remedy available at law or in equity maintainable by the Governing Board, on behalf of the Association, or, in any proper case, by one or more aggrieved members of the Community on their own behalf or as a class action. Enforcement of these Covenants may be by legal proceedings either to restrain the violation or to recover attorney's fees and damages and against the land to enforce any debt created by these Covenants. In the event that it is necessary to retain an attorney to enforce these Covenants, the person violating or attempting to violate these Covenants shall be liable for reasonable attorney fees and other costs of the Community and/or the Governing Board in connection with the enforcement of these Covenants.

- ii. Governing Board's Authority to Suspend Rights. The Governing Board, on behalf of the Community, shall have the powers to suspend a Lot Owner's right to vote, to suspend the rights of a Lot Owner and/or any Occupant thereof (*i.e.*, a Full Member and/or a Supporting Member; collectively, a "Member") to use the Community's Common Property, and to take such other enforcement action authorized under the Community Instruments against a Member for violation of any duty imposed under these Covenants; provided, however, that nothing herein shall authorize the Governing Board or the Community to limit ingress or egress to or from the lot owned or occupied by the member in violation. The Governing Board shall not suspend a Member's right to vote or right to use the Community Property or take any other enforcement action until the Governing Board has sent or delivered a written notice, as provided hereinbelow, to the Member in violation. Any such suspension or enforcement action may be effective or commence upon the date set forth in such notice, notwithstanding the right of the Member in violation to request a hearing before the Community to challenge the suspension or enforcement action.
- iii. Member's Right to Notice. In the event that the Governing Board determines in its reasonable and good faith judgment that a Member is in violation of one or more provisions of these Covenants and/or the Community Instruments, including Covenants related to assessments, the Governing Board shall provide such Member with written notice thereof, identifying the violations at issue and informing the Member of any suspension of rights and/or other enforcement action to be taken against the Member, when such suspension or other enforcement action will take effect, and the Member's right to request in writing a hearing before the Community to contest the violation or enforcement action or to request reconsideration of the same.

- iv. Member's Right to Hearing. If a written request for hearing is received from the Member in violation within ten (10) days of the date of the violation notice required herein, then the Governing Board shall schedule and hold a meeting before the Community, according to the Bylaws, and affording the Member in violation a reasonable opportunity to be heard on the violation at issue. At the meeting of the Community, minutes of the hearing shall be taken, and such minutes shall contain a written statement of the results of the hearing. The hearing shall be open to all Members of the Community and conducted in accordance with the provisions of the Bylaws for Community Meetings. All votes on the matters before the Community in the hearing shall be conducted in accordance with the Bylaws.
- v. Governing Board's Authority After Notice to Member. If, after receiving due notice of a violation from the Governing Board and failing to request a hearing in a timely manner, or after a hearing on the matter before the Community, as provided hereinabove, a Member refuses or otherwise fails to comply with these Covenants and/or other Community Instruments and/or to cure the subject violation, the Governing Board, in its discretion and on behalf of the Association, may take the following action against such Member:
 - A. Suspend any or all of the Member's voting rights and rights to use the Community Property and take any other enforcement action authorized under these Covenants and other Community Instruments during the period of any noncompliance; provided, however, that no suspension of rights shall deny such Member access to the lot owned or occupied by the Member;
 - B. Initiate a legal action against such Member to recover sums due for damages, to obtain injunctive relief, or for any other remedy available at law or in equity; and/or
 - C. If the Governing Board and such Member mutually agree, engage a professional mediator or arbitrator in an effort to resolve the matter and consequences of noncompliance.
- d. [Deleted.]
- e. *Cumulative Rights.* Remedies specified herein are cumulative, and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy of law or in equity. No delay or failure on the part of a aggrieved party to invoke an available remedy in respect of a violation of any provision of these Covenants shall be held to be a waiver of that party of any right available to him or her upon the reoccurrence or continuation of a violation or the occurrence of a different violation.
- f. *Waiver of Minor Violations.* Minor violations of these Covenants and Restrictions may be waived by the Governing Board. The failure of anyone to insist in one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment for any future violation.

g. *Severability*. Invalidation of any of these Covenants by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

h. [Deleted.]

19. Amendments.

Amendments to these Covenants may be made by an affirmative vote of 85% of the Lot Owners.

20. General Provisions.

If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Introduction, Purpose, and Goals of the Community, as set out in the Preamble of this Declaration and made a part of these Covenants by reference, that would render the provision valid shall be favored over any interpretation that would render it invalid.

21. Special Stipulations:

- a. *Legal Construction*. The following stipulations, if conflicting with any preceding paragraph, shall control:
- b. *Renewable Energies*. No Covenant as a part or as a whole is to limit the reasonable use and/or development of alternative, renewable energies
- c. *Street Lights*. The Lot Owners hereby state and affirm that no street lights will be installed or requested to be installed on the public roads of the Kenney Ridge Subdivision, with the exception of those required by the government of Athens-Clarke County.

[END OF AMENDED AND RESTATED COVENANTS]

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IN WITNESS WHEREOF, the undersigned directors and officers of Kenney Ridge Community Association, Inc., hereby certify that the above-stated amendments to and restatements of the Original Declaration, as amended by the 1996 Declaration Amendment and the 2005 Declaration Amendment, were duly adopted by the required affirmative vote of the owners of eighty-five percent (85%) of the lots affected by the covenants of the Original Declaration, as amended, after all required notices were duly given and numerous meetings, discussions, mediations, and other opportunities for participation were held by and for the members of Kenney Ridge Community Association, Inc.

This _____ day of _____, 2014.

KENNEY RIDGE COMMUNITY ASSOCIATION, INC.:

By: _____
Chet Thomas, President

Attest: _____
Dave Lindsay, Secretary

[CORPORATE SEAL]

Board of Directors:

Chet Thomas, President

Nancy Hunter, Vice-President

Liz Conroy, Treasurer

Dave Lindsay, Secretary