

After Recording Return To:  
Lueder, Larkin & Hunter, LLC  
5900 Windward Parkway, Suite 390  
Alpharetta, Georgia 30005  
Attn: Ralph (Skip) D. Breeden, III

Cross Reference:  
Deed Book \_\_\_\_, Page \_\_

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**DECLARATION OF RESTRICTIONS AND COVENANTS**

**FOR**

**DOUBLEGATE SUBDIVISION**

THIS DECLARATION is made on the date first set below by Doublegate Homeowners Association, Inc. (hereafter referred to as the "Association").

W I T N E S S E T H

WHEREAS, the Association, with the consent of all owners of the real property described in Exhibits "A" and "B" attached hereto, intends to subject the real property described in Exhibits "A" and "B" attached hereto to the provisions of this Declaration; and

NOW, THEREFORE, the Association, with the consent of all owners of the real property described in Exhibits "A" and "B" attached hereto, hereby declares that the real property described in Exhibits "A" and "B" attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

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**DECLARATION OF RESTRICTIONS AND COVENANTS**

**FOR**

**DOUBLEGATE SUBDIVISION**

**ARTICLE I**

**Definitions**

(a) “Additional Property” means all Units shown on the Doublegate Subdivision Plats which have not submitted to the terms and provisions of this Declaration at the time of initial recording of this Declaration, but which shall, upon execution of a consent in accordance with terms of this Declaration, become a portion of the Community.

(b) “Association” means the Doublegate Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

(c) “Board” or “Board of Directors” means the elected body responsible for management and operation of the Association.

(d) “Bylaws” mean the Bylaws for Doublegate Subdivision.

(e) “Community” means that real estate which is submitted to the provisions of this Declaration, being the Owners’ Units as submitted to this Declaration, recorded in Exhibit “A” attached hereto and incorporated herein by reference, and the property as described in Exhibit “B” attached hereto and incorporated herein by reference, and any portion of the Additional Property as later submitted.

(f) “Declaration” shall mean the Declaration of Restrictions and Covenants for Doublegate Subdivision.

(g) “Doublegate Subdivision” means all Units and roads shown on the Doublegate Subdivision Plats.

(h) “Doublegate Subdivision Plats” means those plats recorded in the Superior Court of Fulton County for Units I through XII of the Doublegate Subdivision and located at the following Plat Book and Page Numbers: Plat Book 129, Pages 3-5; Plat Book 141, Page 115; Plat Book 146, Page 54; Plat Book 147, Page 86; Plat Book 156, Page 114; Plat Book 166, Page 13; Plat Book 182, Page 92; Plat Book 175, Page 57; Plat Book 179, Page 33; Plat Book 179, Page 34; Plat Book 179, Page 35; and Plat Book 182, Page 92 as revised by Plat Book 195, Page 50, as further revised by Plat Book 245, Page 134.

(i) “Effective Date” means the date as is further defined in Article III.

(j) “Mortgage” means any mortgage, deed to secure debt, security deed, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(k) “Occupant” means any Person occupying all or any portion of a dwelling or other property located on an Owner’s Unit for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(l) “Owner” shall mean and refer to the record owner, whether one of more Persons, of the fee simple title to any Unit located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(m) “Person” means and refers to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(n) “Unit” means a portion of the Community or the Additional Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the plats for the Community or the Additional Property, or amendments or supplements thereto, recorded in the Fulton County, Georgia land records.

**ARTICLE II**  
**Property Subject To This Declaration**

The Property subject to this Declaration is located in the 1<sup>st</sup> District, 1<sup>st</sup> Section, Fulton County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibits "A" and "B" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. For purposes of property description and submission of the Owners’ Units set forth herein only, the Doublegate Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

**ARTICLE III**  
**Effective Date**

Section 1. Effective Date. This Declaration shall not be effective, whether or not recorded, until and unless the following three conditions have been satisfied: (1) at least one-hundred fifty-one (151) Owners have executed consent forms subjecting their property to this Declaration immediately or upon conveyance; (2) two Association officers have executed this Declaration; and (3) this Declaration and the signature pages attached hereto have been recorded in the Fulton County, Georgia land records. The date on which all of the above three conditions have been satisfied shall constitute the “Effective Date” of this Declaration.

Section 2. Additional Property and Consents to this Declaration after the Effective Date. All Units shown on the Doublegate Subdivision Plats which have not been submitted to the terms and provisions of this Declaration as of the Effective Date shall be part of the Additional Property. Submission to this Declaration of a Unit within the Additional Property may be accomplished after the Effective Date by (1) a consent form being executed by the Owner of the

Unit, (2) the consent form being executed by at least one officer of the Association, and (3) the consent form being recorded by the Association within the Fulton County, Georgia land records. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "C" and incorporated herein by this reference.

#### **ARTICLE IV** **Maintenance**

Section 1. Association's Responsibility. The Association's maintenance responsibility shall consist of its maintenance obligations defined in three Sign and Maintenance Easement Agreements which are recorded in the Fulton County land records at Deed Book 46523, Page 146; Deed Book 46728, Page 388; and Deed Book 46588, Page 409 respectively and incorporated herein by reference.

Section 2. Owner's Responsibility. Each Owner shall maintain and keep his or her Unit and dwelling in good repair, condition and order, including, but not limited to, mowing, edging, trimming and keeping planting beds in good condition.

If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance of the Owner's Unit or the repair or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Unit. If, during the course of performing its maintenance responsibilities hereunder, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

The Board may alternatively enforce this Article through monetary fines against the Owner or Occupant of the Unit, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

**ARTICLE V**  
**Architectural Controls**

Section 1. Architectural Standards. Beginning on the date this Declaration is recorded in the Fulton County, Georgia land records, no Owner, Occupant, or any other person may make any exterior change, including any significant change to the Unit itself as, but not limited to, fencing, walls, grading, pool, recreational equipment, or any other alteration, or construction to a Unit or improvement on a Unit, including painting and including the demolition and construction of a house, without first obtaining the written approval of the Architectural Control Committee ("ACC"). In addition, no healthy, mature tree may be removed without prior written ACC approval if so doing would substantially change the appearance of the landscaping on the Unit. The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the community-wide standard generally prevailing in the community, the Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Units and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. The ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, and the Association, acting through the Board, shall be entitled to stop any construction which is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior alterations or additions.

If the ACC or its designated representative fails to approve or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Section will be deemed complied with, unless such structure or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

All architectural modifications existing on the date immediately one day prior to this Declaration being recorded in the Fulton County, Georgia land records shall not be subject to this Article and shall be considered grandfathered in.

Section 2. Architectural Control Committee. The Architectural Control Committee shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other persons the authority to serve on the ACC. At all times, however, the chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Unit for which plans and specifications have been submitted for approval. The Owner of any such Unit shall be responsible for paying the full costs of each review, whether or not submitted plans and specifications are approved by the ACC, and the ACC may require payment of all such costs prior to approval of plans and specifications. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

Section 3. Appeal. In the event that the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

Section 4. Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Board nor the ACC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the ACC, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Association, the Board, the ACC, or any member thereof, for any such injury, damage or loss.

Section 5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board or the ACC, shall not 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 or consent.

Section 6. Enforcement. Any construction, alteration or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at his or her own cost and expense, remove such nonconforming construction, alteration or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Unit.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees, may be assessed against such Unit. Furthermore, the Board shall have the authority to record in the Fulton County, Georgia land

records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in the Declaration.

Section 7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within one year from the date of approval and completed within one year of commencement. If not commenced within such one year time, then approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work.

## **ARTICLE VI** **Use Restrictions**

Section 1. Residential Use. All Units shall be used for single-family residential purposes exclusively. Except as otherwise provided herein, no structure or other improvement shall be erected, altered, placed, maintained, or permitted to remain on any Unit other than one (1) detached single-family dwelling. No business or business activity shall be carried on in or upon any Unit at any time except with the written approval of the Board.

Section 2. Signs. No commercial signs or advertising of any kind, except for "For Sale" or "For Rent" signs of a type and location consistent with the type and locations of such signs in other first-class residential developments in the vicinity of the Community, shall be erected, placed, or maintained on any Unit, except with the written permission of the ACC or except as may be required by legal proceedings. The approval of signs shall be upon such conditions as may from time to time be determined by the ACC and may be reasonably withheld. If such permission is granted, the ACC reserves the right to restrict the size, color, material, and content of such signs. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 3. Mailboxes, Property Identification Markers, and Decorative Hardware. The ACC shall have the right to approve the location, color, size, design, lettering, and all other particulars of mail and newspaper boxes, if any, and of name signs on such boxes, as well as property identification markers and decorative hardware, whether attached to such mailbox, to any structure within the Unit, or affixed or erected upon the grounds of the Unit.

Section 4. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Community. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

Section 5. Prohibited Structures. No mobile home, house trailer, tent, shack, barn, or other outbuilding or structure (except accessory buildings permitted above) shall be placed on any Unit at any time, either temporarily or permanently, without written approval of the ACC.



Section 6. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, provided that said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, and in the sole discretion of the Board, do not make objectionable noise, do not constitute a nuisance, and do not endanger the health of the Owners of other Units or the owner of any property located adjacent to the Community. Dogs which are household pets shall at all times whenever they are outside a dwelling be confined within a pen or on a leash. No structure for the care, housing, or confinement of any pets shall be maintained so as to be visible from neighboring property. Any such structure shall be subject to the approval of the ACC as provided for herein.

Section 7. Parking. Unless and except to the extent that the occupants of a Unit shall have more motor vehicles than the number of parking stalls serving their Unit, all such motor vehicles shall be parked within such parking stalls.

No automobiles or motor driven vehicles may be left upon any unit for a period longer than thirty (30) days in a condition such that it is incapable of being operated upon the public highways. After such thirty (30) day period, such vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and may be removed from the Community. Any towed vehicle, boat, motor home, or mobile home regularly stored upon any Unit or temporarily kept thereon for periods longer than seven (7) days at a time shall be considered a nuisance and may be removed from the Community. The foregoing, however, does not apply to such boats or vehicles, whether motor-driven or towed, as are stored wholly within a private garage or trailer storage area, if any designated by Board. No commercial vehicles may be parked, stored, or temporarily kept within the Community, unless such vehicles are stored wholly within private garages, are within the Community temporarily to services existing improvements, or are used in connection with the construction of improvements within the Community.

Section 8. Prohibition of Damage, Nuisance and Noise. Noxious, destructive, offensive or unsanitary activity shall not be carried on upon Owners' Units or within the Community. No Owner or Occupant may use or allow the use of the Owner's Unit, or the Community, at any time, in any way, which may endanger the health or property of other Persons, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community and/or the Owner's Unit. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, raucous behavior or insobriety either outside of an Owner's Unit at any time or within an Owner's Unit if such conduct can be heard in the normal course of activities in any other Unit(s);

- (ii) The use of any alarm, equipment, or devise, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of an Owner's Unit at any time or within a Unit if such sounds can be heard or vibrations felt in the normal course of activities in any other Unit(s);
- (iii) Any threatening or intimidating conduct towards any resident, guest or pet at the Community;
- (iv) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property within Doublegate or which creates any threat to health or safety of any other resident or pet;
- (v) Any excessively loud play or playground activities either outside of an Owner's Unit at any time or within the Unit if such conduct can be heard in the normal course of activities in any other Unit(s);
- (vi) Any conduct which creates any noxious or offensive odor either outside of an Owner's Unit at any time or within the Unit if such odors can be detected in the normal course of activities in any other Unit(s);
- (vii) Any similar action or activity outside of an Owner's Unit, or which occurs inside the Unit but which interferes with the peaceful use and enjoyment of other Units by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Unit; or
- (viii) Any construction or similar activities on an Owner's Unit which can be heard in other Units between the hours of 9:00 p.m. and 7:30 a.m.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

## **ARTICLE VII**

### **General Provisions**

Section 1. Enforcement. Every Owner and Occupant, shall comply with the Declaration, Bylaws and rules and regulations of the Association, and any lack of compliance shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations through any legal or equitable remedy.

The Board shall have the power to impose reasonable fines against Owners, which shall constitute a lien upon the Owner's Unit, for violation of any duty imposed under this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder. If any Occupant violates the Declaration, Bylaws or Association rules and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in the Bylaws.

The Association or its duly authorized agent shall have the power to enter upon any portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or the rules and regulations. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees, shall be assessed against the violating Owner.

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. In addition to any rights the Association may have against the Owner's family, guests, tenants or occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Section 2. Duration. The provisions of this Declaration shall run with and bind title to the Property for twenty (20) years from the date of filing. At the end of twenty (20) years, the Declaration shall automatically be renewed beyond the period of twenty (20) years, unless otherwise terminated in accordance with O.C.G.A § 44-5-60(d)(2). Each such renewal shall be for an additional twenty (20) year period, and there shall be no limit on the number of times such covenants shall be renewed.

Notwithstanding anything herein to the contrary, neither (1) the foreclosure of one or more Owner Units subsequent to the recording of this Declaration, nor (2) the execution of one or more consents in a defective manner, nor (3) that as a result of foreclosure and/or defective execution, there are less than one-hundred fifty-one (151) Owners at any time or from time to time, shall effect the validity and enforceability of this Declaration.

Section 3. Amendment. The Declaration may be amended by an agreement or agreements signed by at least two-thirds (2/3) of the Unit Owners and incorporated by reference into the amendment. The agreement or agreements signed by at least two-thirds (2/3) of the Unit Owners may be, but shall not be required to be, submitted to the Unit Owners for approval in the form of written consent, written ballot, or affirmative vote, or any combination thereof.

Notice of a meeting, if any, at which a proposed amendment will be considered shall state the facts of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia. The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Section 4. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction that will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 5. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration 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 with the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Preparer. This Declaration was prepared by Ralph (Skip) D. Breeden, III, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Units as set forth below have approved the recording of this Declaration of Restrictions and Covenants for Doublegate Subdivision and the signature pages to follow:

[SIGNATURES COMMENCE ON FOLLOWING PAGE]