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 Floyd County Superior Court
 Barbara H. Penson Clerk

BK **2650** PG **480-515**

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 McRAE, SMITH, PEEK, HARMAN,
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 P.O. BOX 29
 ROME, GEORGIA 30162-0029

STATE OF GEORGIA
 COUNTY OF FLOYD

(PLEASE CROSS-REFERENCE TO DEED BOOK 2083, PAGE 1177)

THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONE HAVEN ROME HOA, INC.

WHEREAS, the Plat for Stone Haven Subdivision, formerly known as Wood Trace Subdivision, was recorded as follows:

	<u>DATE OF RECORDING</u>	<u>PLAT BOOK/PAGE NO.</u>
STONE HAVEN	October 28, 2004	Plat Book 30, Pages 19-20

such Plat being recorded in the Floyd County, Georgia Records;

WHEREAS, Lot Owners at Stone Haven in Floyd County, Georgia, who have executed this Amended Declaration, are the Owners of Lots, sometimes referred to as ("Lot" or "Lots"), in that certain real property described in signature page(s) affixed hereto and as are listed on Exhibit "A" attached hereto and incorporated herein by reference and desire to subject their Lot and the Property to the terms and provisions of this Amended Declaration of Protective Covenants, Conditions and Restrictions for

Stone Haven Rome HOA, Inc. (the "Declaration"), and do hereby subject their Lot and the Property to continuing membership in Stone Haven Rome HOA, Inc. (the "Association") and authorize and direct the Board of Directors to subject the Common Property, as described herein, to the terms and provisions of this Declaration; and

WHEREAS, the undersigned officers of the Association desire to amend the original Declaration of Protective Covenants for Stone Haven ("Original Declaration") recorded in Deed Book 2083, Page 1177, and to approve this Declaration and membership in the Association on behalf of the Association;

WHEREAS, the covenants and restrictions contained in the Original Declaration shall remain in full force and effect except for any provisions that conflict with this Declaration and any such conflicting provisions shall be deemed null and void;

WHEREAS, the Owners who have executed this Declaration do hereby consent and submit, on behalf of such Owner, Owner's successors, successors-in-title, heirs, and assigns, that such Owner's Lot shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as a member of the Association, all of which shall run with the title to Owner's Lot and shall be binding upon all persons having any right, title, or interest in Owner's Lot, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Each Owner understands and acknowledges that, by submitting Owner's Lot to membership in the Association, each Owner is hereby subjecting Owner's Lot to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration. Each Owner does further consent to the submission of the Common Property (as defined in the Declaration) to this Declaration; and

NOW, THEREFORE, the undersigned officers of Stone Haven Rome HOA, Inc. and all Lot Owners who have executed this Declaration, hereby declare that all of the Property described herein and in Exhibit "A" shall be held, sold and conveyed subject to this Declaration, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner of any portion, of the Property, his and her heirs, grantees, distributees, successors, successors-in-title and assigns and to the benefit of the Association:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STONE HAVEN ROME HOA, INC.**

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended from time to time.
- (b) Additional Property means all lots within Stone Haven 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 consent in accordance with the terms and provisions of this Declaration, become a portion of the Property. A sample consent form is attached hereto as Exhibit" B".
- (c) Architectural Control Committee shall mean a committee whose Members are appointed by the Board of Directors of the Association to exercise the architectural review powers set forth in Article V hereof.
- (d) Articles or Articles of Incorporation mean the Articles of Incorporation of the Stone Haven Rome HOA, Inc., filed with the Secretary of State of the State of Georgia.
- (e) Association means Stone Haven Rome HOA, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (f) Association Legal Instruments means this Declaration, the Original Declaration recorded in Deed Book 2083 Page 1177 and all exhibits hereto and the Stone Haven Plats, all as may be supplemented or amended.
- (g) Board or Board of Directors means the elected body responsible for management and operation of the Association.
- (h) Bylaws mean the Bylaws of Stone Haven Rome HOA, Inc.
- (i) Common Expenses mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property, and otherwise for the benefit of all Lot Owners.

- (j) Common Property shall mean and refer to those common facilities in Stone Haven, such as the subdivision sign area and roads which are designated from time to time by Association for the common use and enjoyment of the residents of Stone Haven.
- (k) Stone Haven shall mean and refer to that certain community known Stone Haven Subdivision in Floyd County, Georgia, together with such additions thereto as may from time to time be designated by Association.
- (l) Immediate Family shall mean two persons committed to each other in an ongoing relationship, i.e. husband and wife or Owner and significant other, and their children, grandchildren, parents and grandparents. Where the term "Family Unit" is used in this Declaration, it shall be synonymous with "Immediate Family."
- (m) Lot means a portion of the Property 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 Property or the Additional Property, or amendments or supplements thereto, recorded in the Office of the Clerk of the Superior Court of Floyd County, Georgia.
- (n) Member means a Lot Owner whose Lot has been either subjected to membership in the Association by execution hereof or by written consent recorded in the Floyd County, Georgia land records, as provided herein, and which Lot, therefore, is a portion of the Property. The term "Member" includes lot owners and their Spouses or Significant Others. If title to a Lot is held by more than one (1) person, the membership shall be shared in the same proportion as the title, but there shall be only one (1) membership and one (1) vote per Lot, and each shall be considered one member for voting and quorum purposes. Membership does not include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance of that Lot and may be transferred only in connection with the transfer of title.
- (o) Mortgage shall include deeds to secure debt, and any and all similar instruments given to secure the payment of indebtedness.
- (p) Owner or Lot Owner means the record titleholder of a Lot within Stone Haven, whose Lot has been subjected to membership in the Association by either execution hereof or by written consent recorded in the Floyd County, Georgia land records, as provided herein, and which Lot therefore is a portion of the

Property, but shall not include any person(s) or entities holding an interest in a Lot merely as security for the performance or satisfaction of any obligation.

- (q) Person shall mean and refer to a natural person, as well as a corporation, partnership, association, trust or other legal entity.
- (r) Property means that real estate which is submitted to the Act and the provisions of this Declaration at the time of recording of this Declaration, being the Lots as submitted to this Declaration, and any other Lots ("Additional Property") as may be later submitted. The Property shall also include the Common Property. The Property is a residential property owner's development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq., as may be amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Hereby Subjected to this Declaration. The Property subject to this Declaration and the Act is located in Land Lot 254 in the 23rd District and 3rd Section and Land Lot 267 in the 23rd District, 3rd Section of Floyd County, Georgia, being more particularly described in the signatory portion of this Declaration and in Exhibit "A" attached to this Declaration, which exhibit is specifically incorporated herein by this reference. For purposes of property description and submission of the Owners' Lots set forth herein only, the Stone Haven Rome HOA, Inc. Plat recorded in Plat Book 30, Pages 19-20, in the Floyd County, Georgia land record, is incorporated herein by reference as fully as if the same were set forth in their entirety herein.

ARTICLE III

COMMON PROPERTY

Section 1. Ownership and Control. The ownership of all Common Property in the name of Stone Haven Rome HOA, Inc., including the improvements thereon, shall be exclusively in the name of the Association and no other person shall, by the recording the aforementioned plats of survey, or by any fit, including but not limited to the right to formulate rules and regulations regarding the use thereof, and the right to determine the persons entitled to use the same.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation For Assessments. Each Lot now or hereafter subjected to this Declaration is subject to an automatic statutory lien and permanent charge in favor of the Association, as provided herein and in the Act, for (i) annual assessments as set forth in Section 2 of this Article IV; (ii) special assessments that may be established and collected as set forth in Section 4 of this Article IV. All such assessments and charges, together with interest thereon and costs of collection thereof, is the maximum amount permitted under the Act and as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot against which it relates, and shall also be the personal and joint and several obligation of each Owner of such Lots at the time the assessment fell due, and each such Owner hereby covenants, and by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the same to Association as and when due.

The Association, in the Board's discretion, may record a notice of such lien in the Floyd County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 2. Amount of Annual Assessments. The annual assessment shall be set by the Board of Directors of Stone Haven Rome HOA, Inc., which shall initially be \$100.00 per Lot unless voted to change by the majority of members present and voting at any general meeting provided a quorum is present. This annual assessment shall be payable to Stone Haven Rome HOA, Inc. between January 1st and April 1st of each fiscal year.

The Association shall have the power to levy such assessment as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Property, including maintaining, repairing, replacing, insuring, managing, operating and, in the Board's discretion, improving the Common Property, enforcing this Declaration, paying for utility services serving the Property and Easements, maintaining a reserve fund for future Common Property and Easement maintenance, repairs or improvements, and promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots in the Property, as may be more specifically authorized from time to time by the Board.

Except as otherwise provided herein, each Lot submitted to this Declaration is hereby allocated equal liability for Common Expenses.

Section 3. Special Assessments. Special assessments may be made on all Members at any meeting of the membership, provided notice of the proposed assessment is duly given, a quorum is present and an affirmative vote is cast by a majority of the members present and voting. Payment of any special assessment shall be made within the time or times fixed by the membership in connection with the making of such special assessment.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article IV shall commence and be due and payable to the Association as to each Lot conveyed to an Owner on the date of each such conveyance. However, the first annual assessment for each such Lot conveyed to an Owner shall not be considered delinquent if paid in full by such Owner within sixty (60) days from the date of such conveyance or by the end of the calendar year in which such conveyance occurs, whichever shall be sooner. The due date of subsequent annual assessments shall be January 1st of each year, but such subsequent annual assessments shall not be considered delinquent if paid in full by April 1st of each such year. The annual assessment for the year in which a Lot is conveyed to an Owner shall be adjusted according to the number of days remaining in the year. The Association shall, upon demand at any time, furnish to any Owner liable for any such assessment a certificate in writing signed by an officer of the Association, setting forth whether the same has been paid. A reasonable charge, as determined by the Association, may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-Payment of Assessments, The Personal Obligation of the Owner; the Lien; Remedies of the Association. If an assessment is not paid on the date when due, as hereinabove provided, then such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge and continuing lien on the Lot to which it relates, and shall bind such Lot in the hands of the then Owner, his heirs, legal representatives, successors, and assigns. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board of Directors:

- (i) a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be

authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(ii) interest at the rate of ten percent (10%) per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(iii) the Board, may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(iv) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote shall be suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such right in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If partial payment of assessments or other charges is made, the amount received may be applied first to post-judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 6. Subordination of the Charges and Liens to Mortgages.

(a) The statutory lien and permanent charge of the annual assessment (together with interest thereon and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any mortgage placed on such Lot, if but only if, all such assessments with respect to such Lot having a due date on or prior to the date of such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of

foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot of his personal obligation to pay all assessments coming due at a time when he/she is the Owner, shall not relieve such Lot from the statutory lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of such subordination as against a mortgage or such mortgage's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation, or relieve such Lot or the then and subsequent Lot Owners from liability for any assessment provided for hereunder coming due and after such sale or transfer.

(c) Notwithstanding the foregoing, the Association may at any time, either before or after any mortgage or mortgages are placed on such Lot, waive, relinquish or quit claim in whole or in part the right of the Association to assessments provided for hereunder with respect to such Lot coming due during the period while such Lot is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

ARTICLE V

ARCHITECTURAL CONTROLS

Section 1. Architectural Control Committee. The Architectural Control Committee will be is composed of the developer and at least two homeowners to be appointed by the Homeowners Association. The two homeowners shall be appointed by the Board of Directors of the Association.

Section 2. Approval of Plans and Specifications. One set of permits consisting of the drawings on each proposed house must be submitted in writing to the Architectural Control Committee for written approval and will be retained by the Architectural Control Committee. No construction shall be commenced and no improvement shall be erected on any Lot until the design, floor plan, construction specifications, and locations have been approved in writing by the Architectural Control Committee as to quality of workmanship and structures, and as to location with respect to topography and finish grade elevation, and a copy thereof signed by the builder or owner and returned to the Architectural Control Committee. The builder must receive a written letter of approval before construction begins. Plans for approval are to be delivered to _____. Plans and Specifications shall specifically include, but not be limited to the following:

- a. An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives and walks;
- c. Four elevation views; and
- d. Foundation plan;
- e. Electrical, plumbing, heating, and other systems to be installed in the home should be fully detailed. All heating and air must be central systems.

Section 3. If the finished building does not comply with the above mentioned drawings, the Architectural Committee reserves the right to reject or make the necessary changes to conform, at the expense of the owner, on a per cost basis.

Section 4. After the Plans and Specifications have been approved and the house and driveway are staked out on the Lot, such locations are then again to be inspected and approved in writing by the Architectural Control Committee before trees may be cut and the Lot graded.

Section 5. Square Footage. All lots shall be used solely for residential lots. No structure shall be erected, altered, placed or allowed to remain on any residential building other than one detached single-family dwelling not to exceed two and one half stories in height, a private garage and harmoniously designed buildings. Minimum heated area square footage excluding basement, shall consist of the following: One story must be minimum of 2000 square feet. Two stories must be a minimum of 2200 square feet with the first floor not being less than 1700 square feet. Any exception must be through the Architectural Control Committee. There will be no split-level houses allowed.

Section 6. Foundations. All foundations shall have brick or stone. Concrete block foundations shall not be left exposed at any level.

Section 7. Siding. Exterior siding on all homes shall be restricted to Masonite, brick veneer, stone, hardy board. Some cedar shakes will be allowed. There will be no vinyl siding or soffit allowed. No pine, unstained or unpainted house will be permitted on any dwelling in the subdivision.

Section 8. Outside Home Color. All Houses will be painted to Earth Tones unless approved by the Architectural Control Committee prior to development.

Section 9. Roofs. Black roofs and architectural shingles are preferred and suggested, all other colors must be approved by the Architectural Control Committee. No plumbing vents or heating vents shall be placed on the front side of the roof. Such

vents protruding from the roof shall be painted the same color as the roof or meet approval from Architectural Control Committee.

Section 10. Garages. All garages must be single or double openings facing the side of lot. No open carports are allowed. Any detached garage must be to the back of the house unless approved by the Architectural Control Committee. If plans are submitted to Architectural Control Committee without either attached or detached double car garage or storage, the Architectural Committee has full authority to reject those plans.

Section 11. Gas Meters. No gas meter will be located more than (4) feet from the dwelling. All gas and electric meters shall be placed at side or rear of the house.

Section 12. Fencing. Any fencing must not extend past rear face of house and must be approved by Architectural Control Committee.

Section 13. Mailboxes. All mailbox or paper box or any other receptacle for use in the delivery of mail or newspapers or magazines or similar material shall not be erected and shall be consistent and same in design. All mailboxes shall be black in color and must be approved by Architectural Control Committee.

Section 14. Signs. No signs are allowed, except signs The Architectural Control Committee may deem appropriate. No sign shall exceed 18x24, other than for purposed of marketing for developer.

Section 15. Setbacks. All structures must be approved by Architectural Control Committee and must meet county set back codes. It is recommended all structures be set back a minimum of 40 feet from all streets and 20 feet from any side property line. It is also recommended that the minimum rear yard setback shall be 20 feet.

Section 16. Any construction office or storage trailers to be used in construction activities from homes under construction must be approved by the Architectural Control Committee for the time and location of placement and removal.

Section 17. During construction, builder must keep lot, homes and garages clean and yards cut and weeds trimmed.

Section 18. Front yards shall be sodded left undisturbed during lot development and maintained as a natural area.

Section 19. All building debris, stumps, trees, etc., shall be removed from each Lot by the owner or builder within 7 days. All trash and debris must be kept in a dumpster. No debris can be dumped in subdivision.

Section 20. Builders and landowners are responsible for repairs to curb, gutter and streets that are direct damage from construction on their lot. Repairs must be made in 30 days of completion of house.

Section 21. From time of purchase landowner or homeowner has one year to begin construction of new home. Once land disturbance begins builder or homeowner has nine months to complete project and disturbed dirt must be kept covered with some type of mulch or straw. All silt fencing must meet erosion control to protect environment and other landowners.

Section 22. Any changes in plan must be submitted to, and approved in writing to the Architectural Control Committee, prior to such change being made.

Section 23. There should be no silver finish aluminum windows of any kind, including tint screens. Any painted surfaces must be approved by the Architectural Control Committee for approval.

Section 24. No mobile homes, movable homes, modular homes, trailers, moved-in homes, camper, trailer or tent shall be place or put upon any lot for use as residence. No duplex or other multi family residence shall be constructed or exist on lot.

Section 25. All homes will include standard concrete sidewalks that must be installed prior to final closing with builder and home owner. Sidewalk design must be reviewed and approved by the Architectural Control Committee prior to construction.

Section 26. All homes must be landscaped within 6 months of completion. If a lot is not landscaped to Architectural Committees satisfaction, the developer will have the authority to have the yard landscaped to meet Architectural Control Committee requirements. Landowner or homeowner will bare full reimbursement cost to developer.

Section 27. Any vegetable gardens established on a Lot shall not be visible from the street.

Section 28. No animals or poultry other than household pets shall be kept or maintained on any lot. Only for short periods may an animal be kept in front yard on a leash. All animals must be kept in rear of house along with structures for housing. Homeowner must comply with Georgia Leash Law. No animal will be allowed to roam the neighborhood. No animal shall be allowed to become a nuisance.

Section 29. No outside close lines shall be permitted that are visible to the street.

Section 30. The Architectural Control Committee retains the right to request that unsightly items such as bicycles, basketball goals, trash cans, recycling bins, etc., to be located at the rear of the building and not visible from the road.

Section 31. No additional structures or out buildings shall be erected or moved onto any lot until the design, floor plan, construction specifications, and location have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation. (See Swimming Pools)

Section 32. All swimming pools must be approved as to types and its location through the Architectural Control Committee.

Section 33. Any elevation to any lot that does not lend itself to being cut with a lawn mower, must have ground cover or retaining wall.

Section 34. The Architectural Committee must approve the location of all exterior radio and television aerials. Satellite dishes must be of the 18-inch mini version.

Section 35. Any non-operable vehicles will be towed away within 30 days at homeowner's expense. There will be no parking in streets at any time other than social gatherings.

Section 36. No road or access may be made through any lot without the express permission of the Architectural Control Committee.

Section 37. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 38. No lot may be subdivided for any reason without the express permission of the Architectural Control Committee.

Section 39. It is agreed that the owners of the lots comprising the property hold Architectural Control Committee and its duly authorized representatives and agents harmless from and against all liability with this declaration.

Section 40. If parties hereto, or any of them or their successors or assigns, or the Lot Owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee or any person owing real property located in said subdivision to prosecute any proceedings at law or equity against the

person or persons violation or attempting to violate such covenants either to prevent him or her from do doing or to recover damages or other dues for such violation.

Section 41. Original Covenant. As previously stated above, the covenants and restrictions contained in the Original Declaration of Stone Haven (Deed Book 2083, Page 1177, shall remain in full force and effect except for any provisions that conflict with this Declaration.

ARTICLE VI

EASEMENTS

Section 1. General. Each Lot now subjected to this Declaration is and shall be subject to those easements, if any, shown or set forth on the aforementioned recorded plats. Each Lot hereafter subjected to this Declaration shall be subject to those easements, if any, shown or set forth on the recorded plat delineating such Lots.

Section 2. Utilities. There is hereby reserved to Association, without further assent or permit, the right, title and privilege of a perpetual, alienable and releasable easement to construct, install, maintain and repair utilities, including but not limited to water, sewers, telephones and electricity, with the right of entry for purposes of inspection and repair, over, through, upon, across and under each and every Lot now or hereafter subjected to this Declaration. The exercise of this easement for the construction, installation, repair and maintenance of utilities by Association shall include causing the work site to be finished to a neat and near natural site with the removal of unwanted debris caused by the work, but only to the satisfaction of the Association.

Section 3. Other. There is hereby reserved, without further assent or permit; a general easement to Association, its agents and employees and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.

ARTICLE VII

SALE OF LOTS

Section 1. Sale by Mortgagee. Should any Lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith or for value, the holder thereof, on becoming the owner of such interest through whatever means, or the seller at any sale under a power of sale therein contained shall have the unqualified

right to sell or otherwise dispose of said interest in the fee ownership of said Lot; provided, however, the seller shall otherwise sell and the purchaser shall take subject to the covenants and restrictions of this Declaration.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

Section 2. Amendments. Except where a higher vote is required for action under any other provisions of this Declaration, in which case such higher vote shall be necessary to amend such provision, this Declaration may be amended or supplemented by the affirmative vote, written consent, or any combination of affirmative vote and written consent of members of the Association holding sixty-six and two-thirds (66 2/3%) percent of the total eligible vote thereof. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact 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 recorded in the Floyd County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with the Act, any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA").

Any action to challenge the validity of an amendment adopted under this Paragraph must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time. The preambles to this Declaration are incorporated herein by this reference.

Section 3. Enforcement. The Property shall be used only for those uses and purposes set out in this Declaration. Every Owner and occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance therewith 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.

Enforcement of this Declaration and restrictions contained herein and of any other provision hereof shall be in accordance with the Act and by any appropriate proceeding at law or in equity against any person or person violating or attempting to violate said Declaration, restrictions or other provisions, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure by the Association or any Owner to enforce this Declaration, restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

In any enforcement action taken by the Association under this Section, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules may be assessed against the violating Owner and/or occupant.

The Association reserves the right to permit minor violations of the covenants and restrictions of this Declaration deemed to be technical but inconsequential in effect, in the judgment of the Association. The Association will consider a petition or appeal by an Owner for such consideration. Such petitions will be on a case-by-case basis and will not automatically apply to any other situation that arises however similar or identical.

Any Owner shall have a right of appeal to the Association with regard to any ruling on an Article, Section or Subsection of this Declaration. Such appeal must be presented to the Association. A vote of fifty-one percent (51%) of the association's members present and voting, provided a quorum is present, shall be the final ruling.

Section 4. Delegation and Assignability. Association shall at all times and from time to time have the right to delegate any and all functions herein reserved to Association. Further, notwithstanding any other provision contained herein to the contrary, Association shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest under this Declaration, provided however, that any such transferee, grantee or assignee shall be deemed to have assumed the same.

Section 5. 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 this Declaration or the application thereof 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.

Section 6. Captions. The captions of each Section hereof as to the contents of each 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 Sections to which they refer.

Section 7. Submission of Common Property. The Common Property owned by the Association shall be deemed submitted to this Declaration pursuant to execution of this Declaration by the Association.

IN WITNESS WHEREOF, the Board of Directors and undersigned Owners of Lots as set forth below have approved recording of this Declaration of Covenants, Conditions and Restrictions for Stone Haven Rome HOA, Inc. and the signature pages to follow:

STONE HAVEN ROME HOA, INC.

BY: *Patsy Lake*
PATSY LAKE, PRESIDENT

ATTEST: *M. Arnold*
MARI ARNOLD, Secretary

Signed, sealed, and delivered this

27 day of Sept, 2020.

Carl A. Scher
Witness

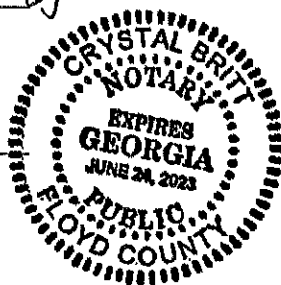
Crystal Brit
Notary Public

My Commission Expires:

6/24/23

[NOTARY SEAL]

[CORPORATE SEAL]



Signed, sealed and delivered this
27th day of September, 2020.

Beep Pike
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



M Arnold
Signature of Owner

Mari-Olga Arnold / Timothy Arnold
Print or Type Full Name of Owner(s)

Jeri Deal
Signature of Co-Owner

19 Everwood Ct SE, Rome 30161
Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Signed, sealed, and delivered this
27 day of Sept., 2020

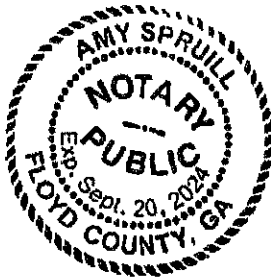
M. Paul
Witness

Amy Spruill
Notary Public
[NOTARY SEAL]

Approved by:
STONE HAVEN ROME HOA, INC.

BY: *Patsy Lake*
PATSY LAKE, President

[CORPORATE SEAL]



[For Subsequent Additions]

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) - John C. Lynch and
 Deborah L. Lynch
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
 Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2584, Page 701-702

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Land Lot 27, as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

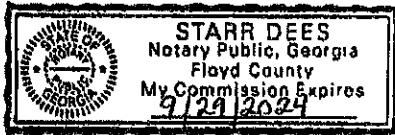
Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

Signed, sealed and delivered this
26 day of Oct., 2020.

Patricia Lake
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



John C. Lynch
Signature of Owner

John C + Deborah L. Lynch
Print or Type Full Name of Owner(s)

Deborah L. Lynch
Signature of Co-Owner

1 Everwood Ct.
Street Address

EXHIBIT "B"

STATE OF GEORGIA

Index to Grantor Index Owner's Name(s) - Karen Faircloth

COUNTY OF FLOYD

Index in Grantor and Grantee Index Also Under:
Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2415, Page 213-215

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Lots 254 and 267 in the 23rd District, 3rd Section, and Lot 21 as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

Signed, sealed and delivered this
26 day of October, 2020.

Karen F. Fairchild
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



Patsy Elaine Lake
Signature of Owner

Patsy Elaine Lake
Print or Type Full Name of Owner(s)

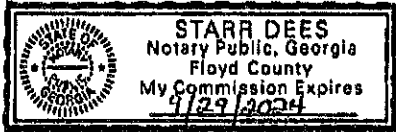
None
Signature of Co-Owner

12 Everwood Court SE
Street Address

Signed, sealed and delivered this
26 day of October, 2020.

Garry Cole
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



Karen F. Faircloth
Signature of Owner

Karen F. Faircloth
Print or Type Full Name of Owner(s)

NONE
Signature of Co-Owner

13 Everwood Ct. SE
Street Address Rome, GA 30161

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) – Patsy Elaine Lake

COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2624, Page 786-787

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Lot 254 in the 23rd District, 3rd Section, and Lot 6 as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

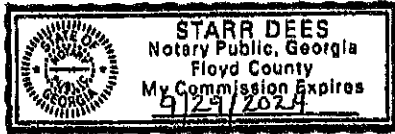
Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

Signed, sealed and delivered this
26 day of October 2020.

Cathy J. Lake
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



Elmer Wayne Ashley Jr
Signature of Owner

Elmer Wayne Ashley Jr. Tracy Louise Ashley
Print or Type Full Name of Owner(s)

J. Ashley
Signature of Co-Owner

18 Everwood Ct. SE. Rome, GA 30161
Street Address

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) -- Elmer Wayne Atchley
and Torrey Lorene Atchley
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2440, Page 261-262

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Lots 254 and 267 in the 23rd District, 3rd Section, and Lot 9 as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

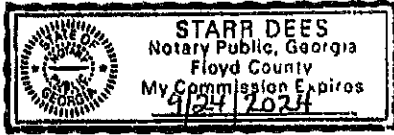
Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

Signed, sealed and delivered this
26 day of Oct, 2020.

Karen F. Faircliff
Witness

Starr Dees
Notary Public
[NOTARY SEAL]



Joseph Glenn Janik
Signature of Owner

JOSEPH GLENN JANIK
Print or Type Full Name of Owner(s)

Chelsea Janik f/k/a Chelsea
Signature of Co-Owner A. Bass

24 Everwood Ct. SE Rome, GA 30161
Street Address

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) - Joseph Glenn and
 Chelsea Janik f/k/a Chelsea A. Bass
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
 Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2432, Page 316-317

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Lots 254 and 267 in the 23rd District, 3rd Section, and Lot 12 as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

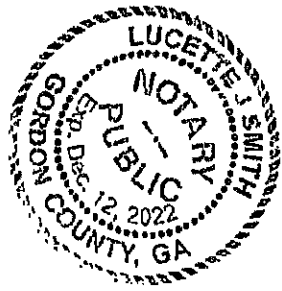
{SIGNATURES ON FOLLOWING PAGES}

Signed, sealed and delivered this
29th day of October 2020.

[Signature]
Witness Kristy Puckett

Lucette J. Smith

Notary Public
[NOTARY SEAL]



[Signature]
Signature of Owner

PAUL M. JAWSEN
Print or Type Full Name of Owner(s)

[Signature]
Signature of Co-Owner

4 Everwood Ct. SE.
Street Address

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) - Paul M. Jansen and
 Melissa M. Jansen
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
 Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2596, Page 642

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Land Lot 254 and 267 of the 23rd District, 3rd Section, and being Lot 2, as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

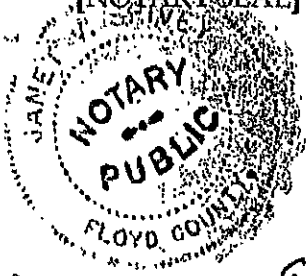
(SIGNATURES ON FOLLOWING PAGES)

Signed, sealed and delivered this
23 day of October, 2020.

[Signature]
Witness

[Signature]
Notary Public

[NOTARY SEAL]



Commission Expires
March 11, 2023

[Signature]
Signature of Owner

Major and Cassandra Wheeler
Print or Type Full Name of Owner(s)

[Signature]
Signature of Co-Owner

8 Everwood Ct. SE, Rome, GA 30161
Street Address

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) - Major J. Wheeler and
 Cassandra C. Wheeler
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
 Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2550, Page 9-10

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Land Lot 254 and 267 of the 23rd District, 3rd Section, and being Lot 4, as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

EXHIBIT "B"

STATE OF GEORGIA Index to Grantor Index Owner's Name(s) - Ross C. Crump and
 Twyla J. Crump
COUNTY OF FLOYD Index in Grantor and Grantee Index Also Under:
 Stone Haven Rome HOA, Inc.

Cross Reference to Owner's Deed: Deed Book 2130, Page 819

Cross Reference to Stone Haven Declaration: Deed Book 2083,
Page 1177

CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR STONE HAVEN AND OWNER SUBMISSION TO MEMBERSHIP IN
STONE HAVEN ROME HOA, INC.

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Stone Haven in Floyd County, Georgia, located at the address described below, and more particularly shown as Lots 254 and 267 in the 23rd District, 3rd Section, and Lot 8 as shown on the plat of survey for Stone Haven, formerly known as Wood Trace, recorded in Plat Book 30, Pages 19-20, Floyd County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Stone Haven as recorded at Deed Book 2083, Page 1177, et seq. ("Declaration") as a member of the Association;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefore, in accordance with the Declaration.

Owner does further consent to the submission of the Common Property (as defined in the Declaration) to the Declaration.

{SIGNATURES ON FOLLOWING PAGES}

Done

4 of 4

Signed, sealed and delivered this
28 day of sept 2020.

Chris C Dance
Witness

Chris C Dance
Notary Public
[NOTARY SEAL]



Ross C. Crump
Signature of Owner

Ross C. Crump
Print or Type Full Name of Owner(s)

Twyla J. Crump
Signature of Co-owner Twyla J. Crump

16 Everwood Court
Street Address

Rome, GA 30161