

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

THE VILLAGES AT DOUBLEGATE

DRAFT

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TABLE OF CONTENTS

ARTICLE I: DEFINITION OF TERMS

1. "Design Review Board"
2. "Articles of Incorporation"
3. "Association"
4. "Board of Directors" or "Board"
5. "Bylaws"
6. "Building site"
7. "Common Property:"
8. "Lot"
9. "Owner"
10. "Occupant"
11. "Plat"
12. "Property:"
13. "Total Association vote"
14. "Villages of Doublegate code" or "Code"
15. "Additional Property"

ARTICLE II: PROPERTY SUBJECT TO DECLARATION

- 2.1 Property Subject to Declaration
- 2.2 Additional Property

ARTICLE III: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership
- 3.2 Voting
- 3.3 Control by Declarant

ARTICLE IV: ASSESSMENTS

- 4.1 Purpose of Assessments
- 4.2 Creation of Lien and Personal Obligation for Assessments
- 4.3 General Assessments
- 4.4 Special Assessments
- 4.5 Specific Assessments
- 4.6 Subordination of Liens to mortgages
- 4.7 Remedies of the Association
- 4.8 Date of Commencement of Assessments
- 4.9 Capitalization of Association
- 4.10 Budget Deficits During Declarant Control
- 4.11 Estoppel Letter

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ARTICLE V: MAINTENANCE AND CONVEYANCE OF
OF COMMON PROPERTY TO ASSOCIATION

- 5.1 Association's Responsibility
- 5.2 Owners Responsibility
- 5.3 Conveyance of Common Property by Declarant to Association
- 5.4 Partition

ARTICLE VI: GENERAL PURPOSE OF COVENANTS

- 6.1 General Purpose of Covenants
- 6.2 Rules and Regulations

ARTICLE VII: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

- 7.1 Design Review Board
- 7.2 Membership on Design Review Board
- 7.3 Design and Building Guidelines
- 7.4 Design and Building Standards
- 7.5 Square Footage Requirements
- 7.6 Building Locations
- 7.7 Residential Lot use
- 7.8 Main Dwelling: Detached Garage; and Accessory Buildings
- 7.9 Construction Commencement and completion
- 7.10 Materials of Construction
- 7.11 Antennas
- 7.12 Guest Suite
- 7.13 Ground Usage
- 7.14 Fences
- 7.15 Site Distances
- 7.16 Signs
- 7.17 Vehicles; Parking; Garages
- 7.18 Leasing
- 7.19 Animals and Pets
- 7.20 Nuisances
- 7.21 Unsightly and Unkempt conditions
- 7.22 Lot Maintenance
- 7.23 Removal of Weeds and Trash
- 7.24 Trash Burning
- 7.25 Drainage
- 7.26 Garbage Cans, Woodpiles, Etc.
- 7.27 Utility Lines
- 7.28 Air Conditioning Units
- 7.29 Lighting
- 7.30 Artificial Vegetation, Exterior Sculpture and Similar Items
- 7.31 Energy Conservation Equipment
- 7.32 Swimming Pools
- 7.33 Gardens, Play Equipment and Pools
- 7.34 Mailboxes
- 7.35 Clotheslines
- 7.36 Entry Features
- 7.37 Traffic Regulations
- 7.38 Easement
- 7.39 Subdivision of Lots
- 7.40 Construction Compliance Deposit

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ARTICLE VIII: GENERAL PROVISIONS

- 8.1 Reservation of Right to change
- 8.2 Right to Assign or Delegate
- 8.3 Duration of Covenants
- 8.4 Enforcement Rights
- 8.5 Invalidation of Covenants
- 8.6 Notices

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
VILLAGES at DOUBLEGATE

THIS DECLARATION ("Declaration"), made this _____ day of _____, 2011, by _____ and _____ (hereinafter collectively referred to as "Declarant"), as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration, and Declarant is desirous of subjecting the real property described in said Article II to the restrictions, covenants, reservations, easements, liens and other charges hereinafter set forth, each of which is for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described and referred to in Article II hereof is, and shall be, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ARTICLE I
DEFINITION OF TERMS

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- 1.1 "Design Review Board" means the Design Review Board established in Article VII hereof.
- 1.2 "Articles of Incorporation" means the Articles of Incorporation of the Association filed with the Georgia Secretary of State and incorporated herein by this express reference thereto.
- 1.3 "Association" means the Villages at Doublegate Homeowners Association, a Georgia corporation, its successors and assigns.
- 1.4 "Board of Directors" or "Board" means the appointed and elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. 14-3-101, et seq.
- 1.5 "Bylaws" means the Bylaws of the Association, incorporated herein by this express reference thereto.
- 1.6 "Building site" shall mean any Lot, or any two or more contiguous Lots, and in a single ownership upon which one dwelling may be erected in conformance with the requirements of this Declaration.
- 1.7 "Common Property" means any and all real and personal property, including, without limitation, easements, and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- 1.8 "Lot" means all subdivided parcels of the Property, as identified on the Plat referenced herein.
- 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situation on the Property, including contract sellers but excluding contract purchasers, and also excluding those having such interest solely as security for the performance of an obligation.
- 1.10 "Occupant" means any person occupying all or any portion of a Lot, a Building Site or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such property.
- 1.11 "Plat" means that certain plat prepared by Lanier Engineering, Inc., entitled "Villages at Doublegate" and recorded in the office of the Clerk of Superior Court of Dougherty County, Georgia.
- 1.12 "Property" means the property described in Article II hereof.
- 1.13 "Total Association Vote" means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

1.14 "Villages at Doublegate Design Code" or "Code" means that document prepared by the Design Review Board as established pursuant to article VII hereof which contains, among other items, the development standards, design standards and guidelines, construction site standards, the design review application, design review checklists and illustrations.

1.15 "Additional Property" means any additional real property owner by Declarant, and any improvements thereon, which is not now part of the Property, but which Declarant shall have the sole and absolute right, but not the obligation, to add said real property to the Villages at Doublegate development and governance by this Declaration by Declarant's recordation of an amendment hereto.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property. All of the Lots 1 through 32, as shown on the Plan shall be subject to all terms of this Declaration, together with all improvements thereon, including the Common Property, utility systems, drainage systems and other improvements serving the Lots and, upon submission to the provisions of this Declaration, the tracts or parcels of land hereafter added thereto as Additional Property, together with all improvements thereon.

2.2 Additional Property. Declarant hereby declares that there will not be any additional properties added to these covenants and that if Doublegate, Inc. ever does a similar type project, a new homeowners association will be established.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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3.1 Membership. Every person who is the Owner of the fee interest in any Lot subject to this declaration shall have a membership in the Association. The foregoing is not intended to 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. Owner, whether one or more persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast, nor office held (except for Declarant), for each Lot owned.

3.2 Voting. Members shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote attributable to such Lot shall be suspended in the event more than one person seeks to exercise it.

3.3 Control by Declarant. Notwithstanding any provision to the contrary in this Declaration, the Code, or the bylaws or Articles of Incorporation of the Association, Declarant hereby reserves unto itself the right to appoint and remove any members of the Board of Directors of the Association, and any officer of the Association, until such time as the first of the following events shall occur: (i) two (2) years following the sellout of all Lots, including those added as Additional Property; or (ii) the surrender by Declarant of such authority to appoint and remove by an express amendment to his Declaration executed and recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall pass to the Owners as members of the Association, including Declarant if Declarant then owns one or more Lots. Following such expiration, a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association, together with any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in his possession.

ARTICLE IV
ASSESSMENTS

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of Lien and Personal Obligation for Assessment. Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, covenants and agrees to pay the Association: (a) general assessments; (b)

special assessments; and (c) specific assessments. All such assessments, together with late charges, interest (at a rate set by the Board of directors from time to time but not to exceed the lesser of the maximum rate permitted by law or twelve (12) percent per annum on the principal amount due) and costs of collection, including without limitation, reasonable attorney's fees relating thereto and actually incurred, shall, from the time the sums become due and payable, be a charge on the Lot and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment becomes due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner owns the Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least thirty (30) days prior to the due date of any general assessments. General assessments shall be levied equally on all Lots and shall be paid in such manner on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, general assessments shall be paid in single annual installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the common property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.4 Special Assessments. The Association may levy a special assessment if approved by the Board. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.5 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Article shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

- a) Expenses of the Association, which benefit less than all of the Lots may be specifically assessed equitably among the Lots which are benefitted according to the benefit received; or
- b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.6 Subordination of Liens to first Lien Security Deeds. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first mortgage security deed placed on a Lot if, but only if, all assessments and charges with respect to said Lot authorized herein having a due date prior to the date of the first mortgage security deed as filed of record have been paid. The lien hereby subordinated is only such lien as relates to the assessments and charges authorized hereunder having a due date on or subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage with a sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such security deed. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of his or her personal obligation to pay all assessments coming due at any time when he or she is the Owner of such Lot; shall not relieve such lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by a foreclosure or by a sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a non-judicial foreclosure, or pursuant to a deed 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 Owner of such Lot from liability for any assessment authorized hereunder to become due after such sale or transfer.

4.7 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successor in title. Such owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successor in title creating any indemnification of the Owner or of any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who is not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (6) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The foreclosure procedure available to the Association shall be the same procedure as for foreclosing other liens for the improvement of real property in Georgia. The Association shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the common property and recreational facilities, and the right to receive and enjoy such other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension, and shall not affect the permanent lien on such Lot in favor of the Association.

4.8 Date of commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot when it has been conveyed by Declarant to an Owner other than Declarant or other than a builder ("qualifying Builder") who commences construction of the dwelling within two (2) months after closing and proceeds to completion of the dwelling with reasonable dispatch.

4.9 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner thereof, other than the Declarant or a Qualifying builder, a contribution shall be made by the first Owner to the working capital of the Association in an initial amount equal to \$1000.00 which amount may be adjusted from time to time by the Board in its sole discretion. This amount shall be in addition to, not in lieu of, the annual general assessment and shall be considered an advance payment of such assessment. This amount shall be paid to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may:

- a) Advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or
- b) Cause the Association to borrow such amounts from a commercial lending institution at the then prevailing rates for similar loans in the local area of the property. No mortgage secured by the common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.11 Estoppel Letter. The Association shall, within five (5) business days after receiving written request thereof and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE V MAINTENANCE AND CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the common property. The maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common property): (a) All private property streets, roads, drives; (b) all community street signs; (c) all community entry features; (d) community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, Common Property or public

right-of-way; (c) all storm water drainage facilities serving the Property, if and to the extent such facilities are not maintained by a public body; (f) designated property inside and outside of Lots which was originally maintained by Declarant; and (g) all tree lighting and/or street lighting pertaining to the Property Declarant has installed extensive landscaping and other improvements. And the maintenance and repair of these items are the responsibility of the Association. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the community and to enter into easements and cost sharing agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event the Association determines that the need for any maintenance, repair or replacement, which is otherwise the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement, and all costs thereof not paid for by that Owner's insurance shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the community-wide standard.

5.2 Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Association, who shall maintain such Lot in a manner consistent with the community-wide standard and this Declaration. Before and during the construction phase, each lot shall be grassed with like grasses of the community, and shall be maintained by the association until physical construction of the house is begun. A notice shall set forth with reasonable particularity the maintenance, repair or replacement if deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence and continue such work to completion with reasonable dispatch. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement, and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

5.3 Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be common property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any portion of the property, including, but not limited to, the Lots located within the community.

5.4 Partition. The common Property shall remain undivided, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the community and without the written consent of all holders of all mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the whole community

ARTICLE VI
GENERAL PURPOSE OF COVENANTS

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6.1 Purpose. The Property described in Article II hereof is subject to the covenants, restrictions, conditions, reservations. Liens and charges hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners of the Lots against such improper use of surrounding Lots as will depreciate the value of their respective Lots; to preserve, insofar as practical, the natural beauty of said Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from streets and adequate free space between structures; and in general, to provide adequately for a high type and quality of improvements in said Property, and thereby to enhance the value of investments made by Owners of the Lots therein.

6.2 Rules and Regulations. (a) Subject to the provisions hereof and the Code, the Board may establish reasonable rules and regulations concerning the use of Lots and the Common Property and facilities located thereon. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invites, servants and agents, unless and until any such rule or regulation be specifically overruled, cancelled or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a two-thirds majority of the Total Association vote, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Villages at Doublegate development.

(b) Upon the violation of any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable monetary fines which shall constitute a specific lien upon the Lot, the Owner and/or the occupant guilty of such violation, and/or to suspend an Owner's voting rights and/or such Owner's right (and the right of such Owner's family, guests and tenants of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common property, and the board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants, or by his Co-Owners or the family, guests or tenants of his Co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation

ARTICLE VII
ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

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7.1 Design Review Board. In order to maintain high architectural standards in the development, the Declarant does hereby establish a Design Review board, whose members shall be appointed by the Declarant.

7.2 Membership and Address of Design Review Board. The Design Review Board shall consist of up to five (5) members, who shall be selected by the Declarant, and who may be changed from time to time at the sole discretion of the Declarant. A majority of the Design Review board may designate a representative to act for it. At the time this Declaration is filed, the initial members of said Design Review Board, shall be Bucky Leach, George McIntosh, Heath Fountain. The Design Review Board operates independently of the Board of Directors of the Association and shall not lose its authority and functions at such time as the Declarant relinquishes the right to appoint the officers and directors of the Board of the Association.

7.3 Design and Building Guidelines. The Design Review Board shall adopt design and building guidelines and application and review procedures which shall be set forth in the Code. Copies of the Code shall be available from the Design Review board for review. The Design Review Board shall have sole and full authority to prepare and to amend the Code. The Design Review board shall make the code available to Owners and builders who seek to engage in construction upon all or any portion of the Property, and such Owners and builders shall conduct their operations strictly in accordance therewith.

7.4 Design and Building Standards. No exterior construction, alteration, addition or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement shall be commenced or placed upon any part of the Property, except such as is installed by the Declarant or as is approved by the Design Review Board, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Design Review board. The Design Review Board may employ architects, engineers or other persons as it deems necessary to enable the Design Review board to perform its review.

No dwelling, building, fence, television or other satellite receiving antenna or "dish" or other structure shall be erected, placed or altered on any Lot until the building plans, specifications, exterior color and finish, landscape plans and specifications, plot plans (showing the proposed location of such building or structure, drive and parking area) and construction schedule have been approved in writing by the Design Review board, its successors or assigns. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the Design Review Board for its records.

The right of approval vested in the Design Review Board hereunder shall include the right to approve all exterior building materials, the exterior color or finish, windows, doors, roofing materials and all landscape materials. It is expressly provided that all exterior doors shall be solid core, not hollow doors. Approval by the Design Review Board shall be exercised in the best interest of the harmonious development of the Property and in keeping with the Design Review Board's desire to promote an attractive residential development. It is also expressly understood that the approval of any plans and specifications by the Design Review board shall in no way relieve the Lot owner from fully complying with these restrictions and covenants, and also with applicable zoning or building regulations. All required approvals shall be in writing.

No aluminum, metal or plastic sheds or storage buildings shall be placed on any Lot. Any outbuilding or storage facility on any Lot shall be constructed of material complimentary to the main dwelling and shall be in keeping with the architectural design of the main building. Any storage facility or outbuilding shall be separately approved by the Design Review Board before construction of the same. The plans, specifications and plot plan for same shall be submitted to the Design Review Board prior to the beginning of construction. If approval is given for any such structure by the Design Review Board, the same shall comply with all applicable setback line requirements. All required approvals shall be in writing.

If the Design Review board fails to approve or disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given, but as to any

such approval, the Owner and the Owner's heirs, successors and assigns shall be bound by and shall comply with all other provisions of this Declaration. The Design Review board shall be the sole arbiter of all plans and specifications submitted for approval and may, in its sole and absolute discretion, withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of this Declaration or the code. Any member of the Design Review board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Building site to inspect for the purpose of ascertaining whether or not the provisions of this Declaration and the Code have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Design Review Board, in the event of noncompliance with this Section, the Design Review Board may record in the appropriate land records a notice of violation hereunder naming the violating Owner and/or may seek an injunction against said violation.

Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by reviewing such plans and specifications, neither the Design Review board, the member(s) thereof, the Association nor the Declarant assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Declarant, the Association, the Design Review board, the Board, nor the officers, directors, members, employees, partners or agents or any of them shall be liable for damages to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agree that such person or Owner will not bring any action or suit against Declarant, the Association, the Design Review Board, the Board or the officers, directors, members, employees, or agents of any of them to recover. Such damages, and hereby releases, quit claims and covenants not sue for any claims, demands or courses of action arising out of or in connection with the submission of any plans and specifications pursuant to nonfeasance arising in connection with the submission of any plans and specifications pursuant to this declaration and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

The approval of the Design Review board of any proposal or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Design Review board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Notwithstanding anything to the contrary herein, the Design Review Board shall be authorized to grant individual variances from any of the provisions of this Declaration, the code, the bylaws, the Design Guidelines and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provisions in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions or hardship, or required by aesthetic or environmental considerations and would not be inconsistent with the overall scheme of development for the Property. No variance shall (a) be effective unless in writing, or (b) stop the Design Review board from denying a variance in other apparently similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

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7.5. Square Footage Requirements. The floor area of the main structure of any one-story residence constructed on any Lot, exclusive of one-store open porches or garages, shall not be less than 1,500 square feet. In the case of a 1 ½ or 2 story structure constructed on any Lot, the ground floor area shall not be less than 1,100 square feet, and the total floor area shall not be less than 1800 square feet.

7.6 Building Location.

a) Each dwelling house erected on each Lot, or any part thereof, shall face or front the principal frontage of the Building site upon which it is located as such principal frontage is indicated on the Plan, except by written consent of the Design Review board;

b) Each main dwelling erected on said Lot shall be parallel with the front line of its respective Lot where located, unless otherwise approved by written consent of the Design Review Board;

c) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the Plat. For the purpose of this Declaration, eaves and steps shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of any improvement on a Lot to encroach upon any other Lot;

d) If the setback or location of any building or the width or principal frontage of any Building Site shall be difficult to determine by reason of irregular shape, or otherwise, a decision as to the location may be made by the Design Review Board, whose judgment shall be final.

7.7 Residential use Only. All numbered Lots which are made subject hereto shall be used for residential purposes exclusively.

7.8 Main Dwelling: Detached Garage; and Accessory Buildings. No structure shall be erected, altered, placed, or permitted to remain on any Lot, other than one (1) detached single family dwelling, not to exceed 2 stories in height above ground, and a reasonable number of accessory buildings which may include a detached private garage for not more than two (2) cars and/or servants' quarters, provided the use of such accessory building does not include any activity normally conducted as a business, and one small structure as approved by the Design Review Board. Such accessory buildings may not be begun prior to the construction of the main building.

7.9 Construction Commencement and Completion. The construction of any dwelling, building or structure shall commence within such time after acquisition of the Lot from Declarant as is specified in the Code, and shall be, with reasonable diligence and dispatch, continuous from the time of commencement until fully completed.

7.10 Materials of construction. Every building, fence, wall or other structure placed on any part of said Property shall be constructed from new material, unless the use of other than new material therefor shall have received the written approval of the Design Review Board.

7.11 Antennas. No antenna of any kind, including a satellite system or "dish", metal storage building, trailer or building constructed elsewhere shall be moved to, assembled or constructed on a Lot, except with the written approval of the Design Review Board. Notwithstanding the above, one satellite dish, not exceeding (18) inches in diameter, may be located on each Lot so long as same is located at the rear of any dwelling or residence located on the Lot in a location approved by the Design Review Board.

7.12 Guest Suite. A guest suite or like facility with separate kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased, except as part of the entire Lot, including the main dwelling.

7.13 Ground Usage. No portion of any Lot, other than that covered by buildings approved as herein before specified, shall be used for any purpose other than that as a lawn. Nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts and other private facilities, the planting of trees or shrubbery, the growing of flowers, ornamental plants or shrubbery, the placement of statuary, fountains or similar ornamentations, all for the purpose of beautifying a Lot, subject to the other provisions of this Declaration and code.

7.14 Fences. All fences must be approved as to style, color and location by the Design Review Board. No chain link fencing may face the street located to the principal frontage of the Building site. Chain link fences in dark colors shall be permitted on the sides and back of each Lot. No solid or privacy fence shall be permitted to be erected at the property lines of each Lot. No fence or boundary wall located upon a building site shall have a height greater than six feet (6') above the finished grade surface of the ground upon which it is located.

7.15 Site Distances. All property located at street and driveway intersections shall be landscaped so as to permit safe sight across street corners and driveways. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Design Review Board, it would create an unsafe condition.

7.16 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Property without the prior written consent of the Declarant or the Design Review Board except signage specified in the Code for construction. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" signs shall not be permitted to be erected on any Lot.

7.17 Vehicles: Parking: Garages. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles" as used herein, shall include, without limitation, golf carts, trucks, vans and automobiles. The term "parking area" shall refer to the number of garage parking spaces and the spaces located in the driveway of each Lot. All garages shall open to the rear of the Lot or to the side of the Lot, and shall not open to the front of any Lot. Garage doors should be closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Property, except in a garage or parking area adjacent to the garage of the dwelling or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or it is in a condition such that it is incapable of being operated upon the public highways. After such five day period, such vehicle shall be considered a nuisance and may be removed from a Lot by the

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Association. Any vehicle located on a Lot, except those kept in a garage, parking areas or other are designated by the Board, for any period longer than 24 hours shall be considered a nuisance and may be removed from the Property by the Board. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation. No recreational vehicle of any kind shall be parked overnight, and no boats, trailers of any kind, campers, motor homes, mobile homes or buses shall be permitted to be parked on any Lot, on any Common Property or on any public street within the Property, at any time unless kept fully enclosed within a garage. No such vehicle shall be used as a domicile or residence, either permanent or temporary.

7.18 Leasing. Homes located on Lots may be leased for residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Code, Bylaws, and rules and regulations of the Association. The lease shall also obligate the Occupants to comply with said documents.

7.19 Animals and Pets. Except for a dog, a cat, 2 dogs or 2 cats and other usual and common household domesticated pets, no animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot. No pets shall be kept, bred or maintained for any commercial purpose. No exterior pens for household pets shall be erected or maintained on any Lot without the prior written consent and approval of plans of the Design Review board.

7.20 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No Lot shall be used, in whole or in part, for the storage or maintaining of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, material or event be permitted or kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding Lots or properties. No noxious or offensive activity shall be carried on within a Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any Lot within the Property. No plants, animals, device or things of any sort shall be permitted or maintained on the Lots whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of a Lot by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements. Notwithstanding the foregoing, dwellings may have outside stereo speakers on the back side of the dwelling so long as the same do not cause nuisances to the neighboring property Owners. Between the hours of 10 p.m. and 7 a.m., no activity is permitted on any Lot which may be heard on any other Lot.

7.21 Unsightly or Unkempt conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be permitted on any Lot except in an enclosed garage area.

7.22 Lot Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Lot which will tend to destroy the beauty of the neighborhood as a whole or the specific area. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere thereon.

7.23 Removal of Weeds and Trash. Either the Association or the Design Review Board, or their respective agents, may enter upon any Lot to remove any trash which has collected on said Lot at the expense of the Owner; This provision shall not be construed as an obligation on the part of the Declarant, the Board, the Association, or the Design Review board, or any of these agents, to provide garbage or trash pickup service, although that service will be provided by the association and /or declarant.

7.24 Trash Burning . No burning of trash shall be permitted on any Lot.

7.25 Drainage. Drainage easement areas and associated facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of drainage swales, storm sewers or storm drains without the prior written consent of the Design Review Board.

7.26 Garbage Cans, Woodpiles, etc. All garbage cans shall be buried near the rear of the lot, so as to provide easy access for garbage pickup by the association. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

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7.27 Utility Lines. Except as may be permitted by the Declarant or the Design Review Board, no overhead utility lines, including lines for cable television, shall be permitted on any Lot.

7.28 Air conditioning Units. No window air conditioning units may be installed.

7.29 Lighting. Exterior lighting on any Lot visible from the street shall not be permitted except for approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Property; (d) seasonal decorative lights; (e) other lighting approved by the Design Review Board.

7.30 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, free standing flag poles and similar items must be approved by the Design Review Board in Writing.

7.31 Energy conservation Equipment. No solar energy collector panels or any hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Design Review Board.

7.32 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot.

7.33 Gardens, Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment (including without limitation, basketball goals) or pool may be constructed or placed on any lot.

7.34 Mailboxes. All mailboxes serving Lots shall be approved by the Design Review Board. All mailboxes shall be in one location designated by the design board.

7.35 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.36 Entry Features. Owners shall not alter, remove or add any improvements to any entry features constructed by the Declarant on any Lot, or any part of the easement area associated therewith without the prior written consent of the Design Review board.

7.37 Traffic Regulations. All vehicular traffic on the streets and roads in the Property shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer and enforce, to the extent permitted by applicable law, reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and lower speed limits and including modification of those in force on public streets, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local law and such rules and regulations promulgated by the Association, the more stringent laws, rules or regulations shall govern, to the extent permitted by applicable law. Only drivers properly licensed to operate motor vehicles shall do so on public right of ways within the Property.

7.38 Easement The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, storm drainage, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, cable, television, sewage, storm drainage, water or other public conveniences or utilities on, in or over the front and side of each Lot, and such other easements, all as are shown on the Plat. The easements expressly include the right to cut any trees or brush, etc., grading, ditching and like action reasonably necessary to provide economic utility installation.

7.39 Subdivision of Lots. No Lot shall be subdivided; provided,, however, that this restriction shall not be construed to prohibit the adjustment or alignment of boundary lines between Lots.

7.40 Construction compliance Deposit. At the time an owner, personally or through the Owner's contractor, submits Owner's proposed construction package including the Design Review Application and the contractor's Application, owner or Owner's contractor shall also deliver to the Design Review Board a construction compliance deposit ("Deposit") in an amount determined from time to time by the Design Review Board. The Deposit will be payable to the Association and will be deposited and held by the Association, with no interest accruing for the benefit of the Owner or Owner's contractor, pending: (a) completion of construction in accord with the plans and specifications as approved and in accord with the Declaration and the Code; (b) the withdrawal of the application by Owner or the denial of the application by the Design Review board, at which time the Deposit will be fully refunded, without interest, to the party who paid the Deposit initially; or (c) as provided below. The Deposit will be held during construction as security for full compliance by Owner and Owner's contractor with the requirements of this Declaration and the Code. In the event any act or event of non-compliance occurs, notice thereof will be given to Owner and to Owner's contractor, who will then have a reasonable period of time to correct the

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item of non-compliance. In the event corrective action is not started and completed within a reasonable period of time, then either the Design Review Board or the Association may proceed with the required corrective action, and the cost thereof, together with a reasonable charge for the administration and enforcement of the corrective action, will be immediately reimbursed by Owner to the Association. In the even such reimbursement is not paid immediately, then the Design Review Board and the Association, or either of them, is authorized to take the reimbursement out of the Deposit. If any portion o the Deposit remains after construction is completed, then such balance will be refunded to Owner. If the Deposit is not sufficient to cover the full amount of the required reimbursement, the Owner will be liable for the difference, which may be collected in an action against Owner or by enforcing a specific lien against the Lot pursuant to the provisions of this Declaration.

ARTICLE VIII
GENERAL PROVISIONS

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8.1 Reservation of Right to change. Declarant reserves and shall have the full right to add to, alter, amend, revoke, release and waive the covenants and restrictions in this Declaration for any purpose or purposes, in whole or in part.

8.2 Right to Assign or Delegate. Declarant shall have the right to assign or delegate its rights and duties hereunder, in whole or in part, from time to time; and this Declaration shall be binding upon and shall inure to the benefit of the successors and assigns of the Declarant.

8.3 Duration of covenants. The provisions of this Declaration shall run with and bind title to the Property, shall be binding up and inure to the benefit of all Owners and mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, after which time this Declaration shall be automatically renewed for an unlimited number of successive twenty (20) year periods; provided, however that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or the last year of any twenty (20) year renewal period, a majority of the Total Association Votes are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Association votes to terminate this Declaration, an instrument evidencing such termination shall be filed in the deed records of the Clerk of the Superior court of Dougherty County, Georgia, such instrument to contain a certificate wherein the president of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby.

8.4 Enforcement Rights. If any person, part or entity to whom Declarant conveys and sells any Lots subject to this Declaration, or the heirs, executors, administrators, successors or assigns of any such person, entity or party, shall violate or attempt to violate any such restriction, provision or covenant herein, it shall be lawful for the Board or the Owner owning any Lot situated in the Property, including Declarant, to prosecute any proceeding at law or in equity against the party, person or entity violating or attempting to violate any such restriction, provision or covenant, and either to present such party from doing so or to recover damages or other compensation for such violation.

8.5 Invalidation of covenants. Invalidation of any one or more of these covenants, or any part thereof, by a judgment or court order, shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

8.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as the Owner at the time of such mailing.

Declarant _____

