

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
FOR
ANDORA SUBDIVISION**

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS' ASSOCIATION, BUT DOES NOT SUBMIT THE SUBDIVISION TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A SECTION 44-3-220, ET SEQ.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR ANDORA SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ("Declaration") is made as of _____, 2022, by **ROBINSON CREEK, LLC**, a Georgia limited liability company ("Declarant") for **ANDORA SUBDIVISION** (hereinafter referred to as the "Subdivision").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the 221st and 239th G.M.D., Oconee County, Georgia, described in Exhibit "A" attached hereto and desires to create thereon a planned community with common areas for the use of the residents within said community and the residents of the property; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" to this Declaration, including the improvements constructed or to be constructed thereon, is hereby subject to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 1. "Additional Property" shall mean any property now or in the future owned by Declarant in Oconee County, Georgia that is contiguous to the property described in Exhibit "A" or can be made contiguous by the submission of other additional property which is identified by Declarant. Declarant may, from time to time, subject the Additional Property to the provisions of this Declaration, as more particularly described hereinafter. Except as otherwise specifically provided, no portion of the Additional Property shall be subject to this Declaration unless and until the same is submitted in the manner hereinafter described.

Section 2. "ACC" shall mean the architectural control committee established by

Declarant or the Board of Directors pursuant to this Declaration and the By-Laws, which committee shall govern and enforce all proposed and completed architectural additions, changes, or modifications to any structure or Lot pursuant to the Design Guidelines for the Association. The ACC shall be comprised of one or more persons. As long as Declarant has the right to annex Additional Property, unless otherwise waived or relinquished by Declarant, Declarant shall have the right to appoint all members of the ACC. Once Declarant no longer has the right to appoint the members of the ACC, the Association's Board shall appoint all Members of the ACC which shall then be comprised of no less than three (3) Members. Each Member so appointed shall serve a one (1) year term.

Section 3. "Articles of Incorporation" or "Articles" shall mean the Articles of Incorporation of Andora Homeowners' Association, Inc., a not-for-profit corporation as filed with the Secretary of State of the state of Georgia.

Section 4. "Association" shall mean and refer to Andora Homeowners' Association, Inc., its successors and assigns.

Section 5. "Board of Directors" or "Board" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall be the governing body of the Association.

Section 6. "Builder" shall mean any Person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business.

Section 7. "By-Laws" shall mean the By-Laws of the Association as the same may be hereinafter amended.

Section 8. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Declaration.

Section 9. "Common Property" shall mean all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has reserved permanent easements, for the common use and enjoyment of the Owners. "Common Property" as defined herein includes, without limitation, the Private Street, Sign Easement Area and Front Entrance Easement Area.

Section 10. "Declarant" shall mean and refer to Robinson Creek, LLC, a Georgia limited liability company. "Declarant" shall also include (i) any lender who succeeds to the interest of Declarant through foreclosure of any deed to secure debt or conveyance in lieu of foreclosure, (ii) any successor, successor-in-title or assign of Declarant if Declarant delivers to such party or parties

a written and recorded assignment of Declarant's rights under this Declaration, and (iii) for the limited purpose of executing an amendment to this Declaration for the purposes of adding the Additional Property to this Declaration, any successor, successor-in-title or assign of Declarant for the purpose of erecting improvements thereon or for the sale of such property to third parties for the erection of improvements thereon, and who owns title to said property at the time the Additional Property is to be added to this Declaration pursuant to said Article X.

Section 11. "Declaration" means this recordable instrument (as the same may be amended in accordance herewith) creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the Subdivision.

Section 12. "Design Guidelines" shall mean the design and construction guidelines and application and review procedures applicable to the Property promulgated and administered pursuant to Article VII.

Section 13. "First Mortgage Holder" or "First Mortgagee" shall mean the holder of any first priority Mortgage.

Section 14. "Front Entrance Easement Area" shall have the meaning give to such term in **Exhibit "B"**.

Section 15. "Lot" shall mean any portion of the Property intended for individual ownership and use together with all improvements erected thereon, as such Lots are shown on the Plat or any revisions thereof.

Section 16. "Member" shall refer to a Person subject to membership in the Association pursuant to Article V.

Section 17. "Mortgage" shall refer to any deed to secure debt or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance for such purpose of fee title.

Section 18. "Occupant" means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

Section 19. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more Persons of a fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation of an Owner.

Section 20. "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate

legal entity under Georgia law.

Section 21. "Plat" or the "Subdivision Plat" shall refer to that certain plat of survey entitled "_____" by _____, and recorded at Plat Book____, Page _____, Oconee County records, and any revisions thereof recorded in the aforesaid records as well as any additional plats describing Additional Property submitted to this Declaration.

Section 22. "Private Street" shall have the meaning given to such term in **Exhibit "B"**.

Section 23. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and such Additional Property, if any, as may be later made subject to this Declaration.

Section 24. "Sign Easement Area" shall have the meaning given to such term in **Exhibit "B"**.

Section 25. "Total Association Vote" shall mean the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

ARTICLE II. EASEMENTS

Section 1. Declarant's Retained Easements for Construction. In connection with the development of the Property, Declarant hereby reserves for itself, its successors and assigns, and its designees (which may include, without limitation, any governmental or quasi-governmental entity and any utility or cable service company), perpetual easements for the installation, maintenance, repair and replacement of any utilities, including, without limitation, water, gas, sanitary sewer and storm drainage lines, electric, telephone and communication cable lines. Declarant may cut any trees, bushes or shrubbery or make any soil grading or excavations necessary to install such utilities, provided Declarant restores the affected areas to a condition as near as practical to its original condition. Declarant also reserves, for itself, its successors and assigns, a perpetual easement for pedestrian and vehicular ingress and egress across the Property for purposes of construction, maintenance or repair of Lots and Common Property improvements located thereon and for such other reasonable purposes as Declarant may determine from time to time, and this easement shall not be limited to any period of development of the Property. The easements provided in this Section 1 may not be amended or terminated without the consent of

Declarant.

Section 2. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance, repair and replacements and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws and the rules and regulations of the Association. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, members of the ACC and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, traffic hazard (including, without limitation, trimming any shrub that interferes with line of sight) or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

Section 3. Private Street. Declarant reserves for itself and the Association a perpetual, non-exclusive easement for the purposes of ingress and egress over the Private Street. The Association shall be solely responsible for the maintenance of the Private Street including but not limited to road surfacing, shoulders, signs and vegetation control. These elements shall be maintained by the Association and all costs for maintenance, repair, improvement, and insurance shall be a lien assessable to the same extent as for other Common Property as provided for herein. All Owners are hereby granted a perpetual, non-exclusive easement for the purposes of ingress and egress over the Private Street.

Section 4. Storm Water Detention Facilities and Drainage Easements. Declarant reserves for itself and the Association a perpetual easement for the installation, maintenance, repair and landscaping of all storm-water detention facilities and their related easements. These elements shall be maintained by the Association and all costs for maintenance, repair, improvement, and insurance shall be a lien assessable to the same extent as for other Common Property as provided for herein. All Owners are hereby granted a perpetual, non-exclusive easement for the purposes of surface and stormwater runoff over, across and through all storm-water detention facilities, if any, within the Subdivision

Section 5. Maintenance Easement for Sidewalks, Entry, Landscaping and Fencing. Declarant reserves for itself and the Association a perpetual easement to install, maintain, repair and replace the subdivision entry and gates, any subdivision sign, any landscaping, any fencing or any other improvements within the Sign Easement Area (as defined in **Exhibit "B"**), within the Front Entrance Easement Area (as defined in **Exhibit "B"**), within the Private Street where these improvements encroach into individual lots. The easement will include an area extending approximately twenty feet (20') feet on all sides of the subdivision entry and gates.

ARTICLE III. GENERAL COVENANTS AND RESTRICTIONS

The following restrictions shall apply to all Property subject to the Declaration.

Section 1. Restriction of Use. Lots may be used only for residential and related purposes (which may include, without limitation, an information center and/or a sales office of Declarant or its assigns) consistent with this Declaration. Notwithstanding anything herein to the contrary, an Owner or Occupant may operate an office within improvements on a Lot that might otherwise constitute a trade or business so long as the activity: (a) does not otherwise violate the provisions of this Declaration; (b) is not apparent or detectable by sight, sound or smell; (c) does not unduly increase traffic flow or parking; and (d) does not have signage or other advertising on the Lot. Each Owner shall maintain its Lot in a neat, clean and safe condition and in good repair.

Section 2. Subdivision of Lot. No Lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval in recordable form of Declarant or the Association, as the case may be, which shall be given or withheld in its sole discretion. The transfer of an undivided fractional interest in a Lot shall not be a transfer requiring approval of the Association.

Section 3. Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept or stored on any part of the Common Property without the prior written consent of the Association, except as specifically provided herein. No vehicle shall be parked on the Private Street for more than twenty-four (24) hours. Nothing shall be altered on, constructed in, or removed from the Common Property except upon the prior written consent of Declarant or the Association.

Section 4. Prohibition of Damage and Certain Activity. Without the prior written consent of Declarant or the Association, as the case may be, except as expressly permitted herein nothing shall be done or kept on the Property or Lot which would materially increase the rate of insurance on the Property or any Lot. Nothing shall be done or kept on the Property, or any Lot, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. There shall be no noxious, destructive or offensive activity on the Property or any Lot. Each Owner shall refrain from any work which, in the reasonable opinion of the Association or its designee, would jeopardize, reduce the value of, or otherwise impair any easement or hereditament thereto, without the prior written consent of the Association. Storage of building materials and parking of workers' vehicles, shall take place out of the Private Street unless otherwise permitted by the Association in writing. No damage to or waste of the Common Property, or any part thereof, or of the exterior of any building constructed upon any Lot shall be permitted by any Owner or member of his family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or the other Owners resulting from any such damage or waste caused by an Owner, members of such Owner's family or invitees.

Section 5. Leases. Any Owner of a Lot may lease his Lot, but only in strict compliance with this paragraph. This paragraph shall not apply, except for the requirement of compliance with applicable zoning ordinances, to any individual Lot until it is first conveyed to an Owner by Declarant, nor to any Lot owned by a former First Mortgagee in possession of a Lot following default. All leases shall be for only those purposes permitted under applicable zoning ordinances and shall be subject to the terms and conditions of this Declaration, the Association's Articles of Incorporation and Bylaws, and the rules and regulations of the Association. The rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Lot. All leases shall be in writing. The Owner of a Lot shall provide a copy of the written leases to the Association and shall provide the lessee with copies of the Declaration, By-Laws and rules and regulations, as each may be amended. All leases by a Lot Owner shall be for a term of at least twelve (12) months. No lease shall be of less than the entire Lot. The term "lease" shall include all leases, rental agreements and other agreements for occupancy.

Section 6. Animals and Pets. No animals or birds, other than a reasonable number or generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No permitted pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed or maintained on the Property without the prior written approval of the ACC. All such dog structures shall be painted or stained in a color scheme which matches that of the house on the Lot and shall be no larger than a reasonable size as determined by the ACC. No dog runs, runners or exterior pens shall be permitted on any Lot. Pets shall be under leash on any unfenced area. Upon the written request of any Owner of a Lot, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion for the purposes of this Section, an animal is a generally recognized house pet, or whether the number of animals on any Lot is unreasonable; provided, however, that no such determination shall be made by the Board of Directors unless given an opportunity to appear before the Board of Directors for a hearing after reasonable notice of such hearing. The following animals are expressly prohibited: horses, goats, pigs, or other livestock. Chickens are permitted within structures approved by the ACC, provided that no Lot may have any rooster nor more than twenty (20) chickens.

All Owners must control their animals at all times, whether or not such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot, all of the foregoing as determined by the Association in its sole discretion. Notwithstanding anything herein to the contrary, upon written application, the Board of Directors shall grant variances to all or any of the restrictions in this Section as may be necessary to comply with the ADA Requirements promulgated by the U.S. Department of Justice, Civil Rights Division, Disability Rights Division

as applicable to service animals.

All animals shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed animals. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including without limitation, regulations requiring damage deposits, waste removal, leash controls and noise controls. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that the Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner.

Section 7. Parking, Motor Vehicles and Trailers. An Owner's automobiles shall be parked only in enclosed garages or upon those portions of the Property as approved by the Board of Directors. In addition to the garage, an Owner shall at all times maintain off street parking on their Lot for at least two (2) vehicles. Any use or modification of a garage, including but not limited to, establishing a workshop in the garage or using it for household storage, which precludes or limits the use or capacity of the garage for the storage of two (2) vehicles, is prohibited. The Board of Directors may prohibit mobile homes, motor homes, motorized bicycles, motorized go-carts, motorized boats and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated for any period exceeding forty-eight (48) consecutive hours upon any portion of the Property other than in a Lot Owner's closed garage (or an enclosed garage, stable or outbuilding approved by the Association) if, in the opinion of the Board of Directors, such prohibition shall be in the best interests of the Association and its Members. Except with the prior written approval of the ACC and except for purposes of construction, pick-up or delivery, no truck exceeding 3/4 ton pickup style shall be permitted on the Property. No all-terrain vehicles or gocarts may be operated within the subdivision. Golf carts are permitted. No motorcycles may be operated within the subdivision except by a licensed adult and only on the Private Street.

Section 8. Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the Members, promulgate, modify or delete reasonable rules and regulations applicable to the Subdivision. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and Declarant.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale,

acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the rules and regulations, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Oconee County, Georgia land records.

ARTICLE IV. ASSOCIATION AND OWNER MAINTENANCE; ETC.

Section 1. Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements located thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all entry features which exclusively serve the Subdivision, including, without limitation, entrance monuments and any landscaping associated therewith and any irrigation system and/or lighting system which provides water and/or electricity to such entry features and landscaping, regardless of whether such entry features and related landscaping are located on a Lot, Common Property or public right-of-way; (b) all storm water detention/retention pond(s) (if any) and storm water drainage facilities serving the Subdivision and any gate, wall, fence or other enclosure surrounding said storm water detention/retention pond(s) (if any), if and to the extent such facilities are not maintained on an ongoing basis by a governmental entity.

All maintenance performed by the Association shall be consistent with the Subdivision-Wide Standard. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. As used herein, "Subdivision-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined by the Board of Directors of the Association and may be articulated in the Architectural Guidelines established pursuant to Article VII hereof, but must be consistent with the Subdivision-Wide Standard initially established by Declarant.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is 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 insurance, shall be assessed against the Lot of such Owner as a specific assessment.

THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ANY DRIVEWAYS OR ANY PEDESTRIAN OR VEHICULAR BRIDGES AS MAY NEED BE CONSTRUCTED ON ANY LOT.

Section 2. Owner's Maintenance Responsibility. Except for maintenance performed on or to a Lot by the Association pursuant to Section 1, if any, all maintenance of and repair and

replacement to a Lot, and all structures and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Subdivision-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) keeping improvements and exterior lighting in good repair and working order; (ii) keeping driveways and walkways in good repair; (iii) complying with all governmental health and police requirements; (iv) maintaining grading and storm water drainage as originally established; (v) periodic maintenance and repair of exterior damage to improvements; (vi) keeping container and potted plantings alive, free of weeds, and attractive; (vii) all maintenance, repair and replacement to the residential dwelling and other improvements located on the Lot, including, without limitation, periodic painting and pressure washing as needed and maintaining, repairing and replacing the roof and roof structure as needed; (viii) maintaining, repairing and replacing all storm water drainage facilities, including, all pipes, wires and conduits related thereto which exclusively serve a Lot; (ix) maintaining, repairing and replacing all pipes, wires and conduits, including, without limitation, electrical and plumbing systems which exclusively serve the Lot; and (x) all maintenance, repair or replacement to any deck, balcony or patio located on a Lot, including, without limitation, the painting, staining and/or sealing of such deck.

Section 3. Lawn and Landscaping Maintenance. Except as may be otherwise determined by the Board as provided herein, the Association may maintain and keep in good repair the landscaping improvements located in the Common Property. Such maintenance shall be performed in the sole discretion of the Board and to a level to be determined in the sole discretion of the Board.

The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Subdivision at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained by the Owner in a manner consistent with the Subdivision-Wide Standard. Any landscaping improvements which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board and subject to the notice provisions of Section 4 hereof, be removed from the Subdivision and all costs associated therewith may be assessed against the Owner of the Lot as a specific assessment.

Section 4. Failure of Owner to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. 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 such work within ten (10) days and to diligently pursue to completion within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot of such Owner as a specific assessment. This provision shall not apply to any Lot(s) owned by Declarant, unless improved with a dwelling and occupied as a residence.

Section 5. Limitation of Liability. Owners, Occupants and their guests shall use the Common Property and all portions of the Subdivision not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Subdivision not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury (which in all uses herein as applied to persons includes illness and death) to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the Subdivision; or (c) loss or damage, by theft or otherwise, of any property of such Owner or Occupant. In addition to the foregoing, the Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property: (x) caused by the elements or by an Owner or any other Person; (y) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property; or (z) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

Section 6. Garbage Pick-Up and Recycling. The Association shall have the right, but not the obligation, to designate and contract with a private trash removal company on behalf of all Owners and Occupants in the Subdivision to pick up all usual and customary household trash and recycling on a regular basis. In the event the Association enters into a contract with a private trash removal company as provided above, all charges for usual and customary trash collection and recycling shall be assessed to each Lot equally as part of the general assessment in accordance with Article VI hereof. While the removal of normal household trash and recycling will be covered by such contract, additional charges may be incurred for the removal of used appliances, other large items or any other extraordinary pick-up needs and such additional charges incurred by the Association may be specifically assessed against the applicable Lot in accordance with Article VI. If a Lot Owner, for any reason, refuses trash collection and recycling service provided by the Association, such Owner shall nevertheless still be obligated to pay the full amount of the general assessment. All Subdivision trash removal and recycling shall be subject to such further rules and regulations as the Board may adopt, including without

limitation, the designation of a particular trash pick-up day throughout all or a portion of the Subdivision and the designation of times for placement and removal of trash and recycling receptacles. Declarant, or an affiliate of Declarant, may be employed to provide the services specified under this Section 6, provided that the term of any such agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice

Section 7. Services. The Association may obtain and pay for the services of any Person to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Lot. The Association may also maintain on the Common Property signs as may be deemed necessary to identify the Property. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager or to provide any other services. The term of any management agreement or other services agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 8. Rules, Regulations and Fines. The Association may make reasonable Rules and Regulations governing the use of the Lots and the Common Property, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. The Association may impose such reasonable fines for violation of the Rules and Regulations as are determined by the Board of Directors of the Association. Any such fine shall be deemed a special assessment under Article VI of this Declaration and shall be added to and become a part of the assessment to which the Lot is subject.

Section 9. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right, privilege, or duty created herein or reasonably necessary to affect any such right, privilege or duty.

Section 10. Limitation of Powers. Notwithstanding anything in this Declaration to the contrary, the Association shall not have the power to convey any interest in the Common Property whether by deed, easement (other than general utility easements not materially affecting the use of the Common Property or any Lot), license, Mortgage, lease or otherwise, except for such limited purposes as may be set out elsewhere in this Declaration, without the advance written consent of two-thirds (2/3) of all Owners and the advance written consent of two-thirds (2/3) of all First Mortgagees of the individual Lots.

Section 11. Security. The Association may, but shall not be obligated to, maintain or

support certain activities within the Property designed to make the Property safer than they otherwise might be. Neither the Association, nor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that: (i) any fire protection system, burglar alarm system or other security system or measures cannot be compromised or circumvented; or (ii) that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designated or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all Occupants of its Lot that the Association, its Board of Directors and committees, Declarant and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

Section 12. Utility Lines. Each Owner, Occupant, guest, and invitee acknowledges that neither the Association, the Board nor Declarant, shall in any way be considered insurers or guarantors of health within the Property and neither the Association, the Board, nor Declarant shall be held liable for any personal injury or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner, Occupant, guest, and invitee assumes all risk of personal injury or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that neither Declarant nor the Association have made any representation or warranties, nor has any Owner, Occupant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

Section 13. Entry Gate. Any entry gate for the Subdivision shall comply with the Regulations (as hereinafter defined), including Sec. 1008.06. Private Streets; Section j(6), which requires, in part, that it be available for delivery services. To the extent permitted by law, the Association may create reasonable rules and regulations regarding the delivery services access. A gate camera may be installed, but is not guaranteed. Declarant or Association may elect to leave the gate open at any times, including at such times that any Lot or Common Property is under Construction. In the event of any damage to the entry gate by an Owner, such Owner shall indemnify the Association for the repair of such entry gate in accordance with Article III, Section 4.

ARTICLE V. ASSOCIATION: MEMBERSHIP & VOTING RIGHTS

Section 1. Purposes, General Powers and Duties of the Association. The Association has been formed as a not-for-profit corporation for the sole purpose of performing certain functions for the common good and general welfare of the Owners (including Declarant) as owners of Lots. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, this Declaration, the

Articles of Incorporation of the Association, the Georgia Non-Profit Corporate Code or the Bylaws directed to be done and exercised by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(A) preparing and adopting an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(B) making assessments to defray the Common Expenses and establishing the means and methods of collecting such assessments;

(C) providing for the operation, care, upkeep, and maintenance of all areas and objects which are the maintenance responsibility of the Association;

(D) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(E) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(F) making and amending rules and regulations;

(G) opening bank accounts on behalf of the Association and designating signatories;

(H) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations and Architectural Guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the circumstances, counting each day a violation continues after notice from the Board as a separate violation;

(I) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(J) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred;

(K) authorizing contracts on behalf of the Association; and

(L) establishing committees to perform or assist in performing any of the foregoing.

The Association shall have (i) all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code and (ii) the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

Section 2. Membership. Every Owner, including Declarant, shall be a Member of the Association by virtue of ownership of a Lot. There shall be only one membership, and one vote per Lot with each vote being equally weighted. If title to a Lot is held by more than one Person, each of such Persons shall have an equal percentage interest in the membership assigned to the Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No Person other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights or voting may, if required by a First Mortgagee, be assigned by an Owner to such First Mortgagee as further security for a loan secured by a Lot. If more than one Person holds an interest in any Lot, then the vote for such Lot shall be exercised as such Persons among themselves determine, but in no event shall more than one vote be cast with respect to such Lot. If the co-Owners of any Lot cannot agree as to how a vote on a particular issue shall be counted; there can be no split vote. Notwithstanding the foregoing, any co-Owner of a Lot who purports to cast a vote for such Lot shall be conclusively deemed to be casting such vote on behalf of, and with the approval of, all of the co-Owners of such Lot unless another co-Owner objects before the final vote tally.

Section 3. Administration by Declarant. Notwithstanding any other provisions hereof to the contrary, including, without limitation Section 2 above, Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association and/ or the ACC until the earliest of the following dates:

(A) the date on which both of the following have occurred: (i) Declarant no longer owns any Lot within the Property and (ii) a certificate of occupancy has been issued for all residential dwellings located on each Lot in the Subdivision; or

(B) Such date as Declarant files of record with the Clerk of the Superior Court, Oconee County, Georgia, an amendment to this Declaration waiving all further rights to appoint and remove any member or members of the Board of Directors.

During any time when Declarant has the right to appoint and remove the Board of Directors, Declarant shall have the right to appoint and remove any officer of the Association.

Section 4. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

Section 5. Indemnification. The Association shall indemnify every officer, director, and committee member, including members of the committees established under Article V, against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law.

The officers, directors, and committee members shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE VI. ASSESSMENTS

Section 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 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.

Section 2. Creation of the Lien and Personal Obligation for Assessments.

(A) General. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due), interest

(at the rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-1 1(a)(2).

(B) Creation of the Lien. 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 assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a 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, except with respect to a First Mortgagee as set forth in Section 7

(C) No Exemption for Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (a) abandonment of the Lot; (b) nonuse of the Common Property; (c) the Association's failure to perform its obligations required under the Declaration; (d) inconvenience or discomfort arising out of the Association's performance of its duties; or (e) nonuse of the Common Property. No diminution or abatement of any assessment shall be claimed or allowed by reason of any 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.

Section 3. Budget. 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 general assessment to be levied against each Lot for the year to be delivered to each Member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and Declarant. Notwithstanding the foregoing, in the event the Membership or Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

Section 4. General Assessments. General assessments shall be levied equally on all Lots and shall be paid in such manner and 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, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, improvements to 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, collection to pay for the following Common Expenses: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association (including, without limitation any water, gas or electricity servicing any streetlights, entry features, or other Common Property), if any; (f) costs to maintain the Subdivision entry features, including landscaping and any electricity and/or irrigation expenses associated therewith; (g) landscaping to the Common Property; (h) costs associated with the maintenance of the storm water detention/retention pond(s) (if any) and storm water drainage facilities serving the Subdivision; and (i) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

Section 5. Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Subdivision for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot in a single fiscal year does not exceed the amount of the annual general assessment in such fiscal year, the Board may impose the special assessment without a vote of the Owners. Any special assessment which would cause the total amount of the special assessments allocated to any one Lot in a single fiscal year to exceed the amount of the annual general assessment must be approved by two-thirds (2/3) of the Total Association Vote and Declarant in order to be effective. 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.

Section 6. Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section 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 Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) any applicable architectural review fee or administration fee charged pursuant to this Declaration (c) the working capital contribution as provided in Section 13 hereof; and (d) the cost of maintenance performed by the Association for which an Owner is responsible. In addition to the foregoing, the Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be

specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are attributable to or incurred as a result of the conduct of an Owner or the Occupants or the guests, tenants, invitees or licensees thereof may be specifically assessed against the Lot of such Owner.

Section 7. Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related hereto or executed in connection herewith or therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any First Mortgagee placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the foreclosure of such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; 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 First Mortgagee or such First Mortgagee's assignee or transferee by foreclosure); 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, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

Section 8. 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 then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-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 or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or 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 equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due) and interest (at a rate of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-1 1(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a notice of a claim of lien with the Office of the Clerk of Superior Court of Oconee County, Georgia, but no such notice shall be required to establish or perfect the lien for unpaid assessments.

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 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: (a) suspend the membership rights of the delinquent Owner, including the right to vote and the right of use and enjoyment in and to the Common Property; or (b) suspend the right of an Owner to receive and enjoy such services and other benefits as may then be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

Section 9. 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 on the date that such Lot has been conveyed to any Person other than Declarant, it being acknowledged that no Lot owned by Declarant shall be responsible for any assessments until such Lot is conveyed by Declarant to any other Person other than Declarant.

Section 10. Budget Deficits During Declarant Control. For so long as Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called "in kind contribution"), or a combination of these, 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 general, 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 Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Subdivision; provided, however, no Mortgage secured by the Common Property or any of the structures or improvements maintained by the Association shall be given in connection with such loan unless the same has been approved as provided herein.

Section 11. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not

be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 12. Estoppel Letter. Any Owner, First Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. The Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement. 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. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

Section 13. Working Capital Contribution. Upon each and every sale of a Lot a working capital contribution in the amount of \$1,000.00 shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Subdivision, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing First Mortgagee.

ARTICLE VII. ARCHITECTURAL CONTROLS; GUIDELINES

Section 1. General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, installing storm and screen doors, storm windows and fencing, changing the exterior color of any existing improvement and planting and removing landscaping materials) shall be commenced or placed upon any part of the Subdivision unless: (a) installed by Declarant or its affiliates; (b) approved in accordance with this Article; or (c) otherwise expressly permitted

under this Declaration. Any Owner may remodel, paint or redecorate the interior of a structure located on a Lot without approval hereunder. However, additions and/or modifications to the interior of balconies, porches, patios, decks and similar portions of a structure which are visible from outside of a Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure located on a Lot in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of Declarant or its affiliates or to improvements to the Common Property made by or on behalf of the Association.

This Article may not be amended without the written consent of Declarant until its rights have terminated as provided in Section 8 hereof.

Section 2. Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines established pursuant to Section 3 hereof, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by Declarant. Such plans and specifications shall be of sufficient detail to allow Declarant to make its review and to the extent required by Declarant shall show the nature, kind, shape, height, materials and location of the proposed structure or improvement. Declarant shall be the sole arbiter of such plans and specifications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of such plans and specifications, applicable Architectural Guidelines or any other provisions of the Declaration. If Declarant fails to approve or disapprove submitted plans and specifications within sixty (60) days after receipt of all required information and payment of any required review fee, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans and specifications to Declarant for reconsideration. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for the maintenance, repair, replacement and insurance to and on any improvement, structure, change, modification, addition or alteration. In the discretion of Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. Declarant and its representatives and/or agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Subdivision to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing herein shall be construed as permitting the Association to enter any residential dwelling located on a Lot without the consent of the Owner thereof.

Section 3. Architectural Guidelines. Declarant may adopt written architectural, landscaping and fencing guidelines (collectively, the "Architectural Guidelines") and application

and review procedures, which may provide for a review fee. Declarant shall have the sole and full authority to prepare and to amend, modify, repeal or expand, in whole or in part, from time to time at its sole discretion and without notice, the Architectural Guidelines. In the event Declarant modifies, expands or repeals all or any portion of the Architectural Guidelines, said new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and Declarant. Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Subdivision and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article VII. Declarant shall provide, without cost, a copy of the Architectural Guidelines then in effect to any requesting Owner or First Mortgagee.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the Architectural Guidelines, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by such Architectural Guidelines and that the Architectural Guidelines may change from time to time, and that such changed Architectural Guidelines may or may not be set forth in an instrument recorded in the Oconee County, Georgia land records

Section 4. Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, zoning conditions or other applicable governmental laws, ordinances and regulations governing construction in the Subdivision and by approving such plans and specifications Declarant, the Association and their respective directors, officers, members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of applicable building codes, zoning conditions, permitting requirements or for any other violation of governmental laws, ordinances and regulations governing construction in the Subdivision. Neither Declarant, the Association, nor their respective officers, directors, members, employees, representatives and agents shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or their respective officers, directors, members, employees, representatives and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 5. No Waiver. The approval of Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 6. Variations. Notwithstanding anything to the contrary contained herein, Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the Architectural Guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations. No variance issued shall: (a) be effective unless in writing; or (b) estop Declarant from denying a variance in other similar circumstances.

Section 7. Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from Declarant, an Owner shall, at its own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant and its representatives and agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Lot as a specific assessment, in such event, neither Declarant, the Association nor their respective officers, directors, members, employees, representatives and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedures set forth herein. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines, if any, may be excluded by Declarant from the Subdivision, subject to any applicable notice and hearing procedures contained herein or in the Bylaws. In the event of noncompliance with this Article, the Association or Declarant, respectively, may also record in the appropriate land records a notice of violation hereunder naming the violating Owner. In addition to the foregoing, Declarant or the Association, acting through its Board, shall have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines against non-complying Owners and Occupants in accordance with the provisions of this Declaration and the Bylaws.

Section 8. Architectural Review by Declarant. Until: (a) Declarant no longer owns any property in the Subdivision and no longer has the right to unilaterally annex Additional Property to the Subdivision; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, Declarant may in its sole discretion relinquish

architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction in the Subdivision; provided, however, any right, power or authority of Declarant which may be relinquished to the Board of Directors prior to the termination of the rights of Declarant hereunder shall only be by a written instrument executed by Declarant and recorded in the Oconee County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example, and without limitation, Declarant may relinquish control over modifications of existing structures to the Board of Directors while retaining all authority to review and approve new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by Declarant. The establishment of an advisory ACC shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

After the termination or voluntary surrender of all or a portion of the rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve all building and construction activity within the Subdivision and this Article shall then be read and interpreted as if any reference to the authority of or action by Declarant in this Article VII were a reference to the authority of or action by the Board of Directors. The Board of Directors may after such time, but shall have no obligation to, establish an ACC, which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ACC all of its rights, powers and authorities hereunder, or may grant the ACC such limited rights as it deems appropriate in its sole discretion and in such event this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by Declarant in this Article VII were a reference to the ACC.

Section 9. Architectural Guidelines. The Architectural Guidelines in this Section 9 shall apply to all Property subject to the Declaration, unless a variance is provided in accordance with Section 6 of this Article VII or such Architectural Guidelines are amended in accordance with Section 3.

(A) Dwelling Size and Quality. All dwellings shall be of the quality of workmanship and materials approved in accordance with Section 1.

i) Size. The main structure to be constructed on any lot, exclusive of one story open porches and garages, shall be not less than three thousand (3,000) square feet for single story residences and three thousand six hundred (3,600) square feet for two story residences, in each case no basement shall be included in determining the square footage for purposes of this Section 9.a.

ii) Siding/Windows. All siding and windows shall be approved in accordance with Section 1 hereof. No vinyl siding or windows shall be permitted on any structure.

iii) Shingles. All shingles shall be approved in accordance with Section 1 hereof. No 3 tab shingles shall be permitted on any structure.

iv) Roof. All roof pitches shall be approved in accordance with Section 1 hereof. Variance may be permitted for unique homes approved in accordance with Section 1, but otherwise roof pitches should be 6/12 pitch or greater.

v) Building and Improvement Locations. No improvements, except only the driveway and mailbox may be constructed on a Lot outside of the building setback lines **as shown on the Plat**. Prior to construction of any building, the proposed location of such building to be erected on a Lot shall be approved in writing by the ACC as provided in this Article VII.

vi) Compliance with Law. All dwellings must be erected in conformity with all applicable law.

vii) Landscaping. All landscaping shall conform to the following standards:

(a) Prior to commencement of the planting or installation of any landscaping on a Lot, the Owner of the Lot shall submit a plan for such landscaping to the ACC for approval in accordance with Article VII of this Declaration.

(b) Final landscaping plans for all initial construction shall be approved in accordance with Section 1 hereof. In all events within thirty (30) days after CO, all landscaping shown on the approved plans shall be completed, unless otherwise approved by Declarant.

(c) The ACC may publish rules regarding alterations to the initial landscaping of the portion of any Lot. In the absence of published rules relating to such alterations, all changes from the initial landscaping of the portion of any Lot must be approved by the ACC as provided in this Article.

(d) The first 100' of property from the Private Street shall be left in its natural state. With respect to Lots 1, 2, 3, 4, 5, 14, 15, 16 and 17 as shown on said plat this requires that the current meadow shall be left in its natural state (not sodded) and kept at a length of 6" – 18". With respect to Lots 6, 7, 8, 9, 10, 11, 12 and 13 this requires that the forest shall be left in its natural state (i.e. not cleared or sodded). Notwithstanding the foregoing, however, a mailbox and driveway may be installed within said area and a sodded shoulder not exceeding 6' on either side of the driveway may be installed and maintained.

(e) No tree (regardless of size) shall be removed from any Lot without prior written approval in accordance with Section 1 hereof.

viii) Driveways; Bridges.

(a) Except for any bridge addressed below, the first 30' of the driveway shall be concrete. Thereafter, a driveway may be concrete, pea gravel, or such other material as approved in accordance with Section 1.

(b) Any portion of the driveway that crosses over a stream (including

any crossing of the stream on Lot 7, 8, 9, 10, 11, 12 and 13 shall be via a timber bridge that is approved in accordance with Section 1.

ix) Fences. No fence or dividing instrumentality shall be permitted in front of the home. No fence, hedge, shrub planting, wall or other dividing instrumentality shall be constructed or maintained on any Lot except (i) as approved in writing by the ACC in accordance with its guidelines and procedures, said consent not to be unreasonably withheld provided the style and type of materials is architecturally compatible with the main dwelling constructed on the Lot and such fence is located in the rear of the home or (ii) such fence or dividing instrumentality, if any, installed by Declarant on the Common Property and/or as Declarant may otherwise construct or maintain. In addition, no chain link or vinyl fence shall be erected on any part of the Property unless chain link is required by local ordinance, with any such required chain link fence and appurtenances being either dark green or black in color. Nothing contained herein shall be construed to prohibit silt fencing during construction of a dwelling on a Lot. Nothing contained herein shall prohibit an invisible fence, subject to the other provisions of this declaration, including, without limitation, the rights of the Association to control animals in accordance with Section 5 of Article III.

x) Recreational Equipment. Recreational and playground equipment that is visible from the Private Street shall not be placed on a Lot without prior written permission of the ACC.

xi) Signs. Except as may be required for legal proceedings or as provided for elsewhere in this Declaration, no signs of any kind shall be maintained or permitted on any Lot unless prior written approval is obtained from the Association or the ACC or unless said sign conforms to the following standards: A Builder in the process of constructing improvements on a Lot or an Owner seeking to sell a Lot may display one "for sale" sign on the Lot owned, provided it is professionally lettered and measures no more than four (4) square feet. No approval shall be given to any Lot Owner for erecting or maintaining a "For Rent" sign of any kind, except to First Mortgagees who are Lot Owners as a result of foreclosure proceedings.

xii) Mailboxes. The mailbox shall be supplied by Builder for each Lot on which a house is constructed, subject to ACC approval. No changes or additions shall be made to the original mailbox, or their designs, materials or location, without obtaining prior written approval of the ACC pursuant to the terms of this Declaration.

xiii) Miscellaneous.

(a) No exterior clotheslines shall be permitted on a Lot.

(b) Mechanical equipment shall be installed in such location as will not be visible to the view of neighboring Lots, streets and property located adjacent to the Subdivision.

(c) No window air conditioning units shall be installed in any dwelling or improvements on a Lot.

(d) Television antennas may be installed only on the rear of any

dwelling provided said antennas do not extend above the ridge line of the residence. No free-standing antennas for the sending or receiving of radio or television signals shall be erected on any Lot. No satellite dish more than twenty-four (24) inches in diameter shall be permitted on any Lot and such permitted satellite dish shall be placed in a location previously approved by the ACC.

(e) All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Subdivision.

(f) All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(g) No modular buildings or structures are permitted.

(h) Boats and recreational vehicles shall be permitted on a Lot, provided they are not visible from the Private Street for any period in excess of 48 hours.

ARTICLE VIII. INSURANCE

Section 1. Scope of Insurance. The Board of Directors of the Association or its duly authorized agent shall obtain and maintain fire and extended coverage insurance for all insurable improvements located in the Common Property in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction from any insured peril. The Board of Directors shall also obtain such public liability and property damage insurance in such amounts and in such forms as shall be determined by the Board of Directors of the Association, but not in amounts less than One Million and No/100 Dollars (\$1,000,000.00) for insurable personal injury arising out of a single occurrence, and Fifty Thousand and No/100 Dollars (\$50,000.00) property damage, covering the Association, all agents and employees of the Association, all Lot Owners and other persons entitled to occupy any Lot and, to the extent obtainable, the Board of Directors and officers of the Association. If the Board is unable to obtain a liability policy providing coverage on a "per occurrence" basis, the Board may substitute therefore a liability policy providing an aggregate of One Million and No/100 Dollars (\$1,000,000.00) coverage accompanied by an additional umbrella liability policy in an amount not less than One Million and No/100 Dollars (\$1,000,000.00). The Board of Directors shall obtain and maintain such worker's compensation insurance as may be required by law, directors' and officers' liability coverage, and such other insurance as it may from time to time deem appropriate. Premiums for all such insurance shall be an expense of the Association. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association.

ARTICLE IX. STAGE DEVELOPMENT AND ANNEXATION

Section 1. Annexation of Additional Property. Additional Property may, at any time and from time to time, be annexed by Declarant and made subject to the governing provisions of

this Declaration without the consent of the Owners of the Lots. The right to annex Additional Property shall expire twenty-four (24) months after the sale by Declarant of its last Lot.

Section 2. Legal Requirements. At any time or from time to time prior to the expiration of the right to annex Additional Property provided in Section 1 above, Declarant may submit all or any portion of Additional Property to the provisions of this Declaration by an amendment to this Declaration, in recordable form, executed by Declarant which shall be effective upon the date it is filed for record in Oconee County, Georgia. From and after the date that any Additional Property is submitted by filing such an amendment, all of the provisions of this Declaration shall apply to such Additional Property submitted by such amendment, and all references herein to "the Property" shall thereafter include such submitted Additional Property.

Section 3. Reallocation of Votes and Liability for Common Expenses. Upon the effective submission of any portion of the Additional Property pursuant to this Article, the votes in the Association and liability for the expenses for the Common Property shall be reallocated, so that all Lots, including and Lots added by such submission, shall be allocated equal votes and equal liabilities for payment thereof.

ARTICLE X. GENERAL PROVISIONS

Section 1. Amendment.

(A) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal "National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee mortgage loans on the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot without the consent of the affected Owner.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot without the consent of the affected Owner.

(B) By the Board. The Board of Directors, with the written consent of Declarant, and without a vote of the Members may amend this Declaration: (i) to elect to be

governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq.; (ii) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (iii) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iv) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (v) to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee mortgage loans on the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Lot without the consent of the affected Owner.

(C) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Owners entitled to cast at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

Section 2. Enforcement. The Association and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the restrictions are enforced by appropriate proceedings by any Owner, such Owner may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association. The Association shall be entitled to recover its costs of obtaining an order enforcing this Declaration from any Owner found by a court to be in violation of this Declaration.

Section 3. Duration. Any easements created hereby shall be perpetual and shall pass

with title to the Property. Except for such easements, the covenants, conditions and restrictions contained in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be: (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended, renewed, modified or terminated as otherwise provided herein or by applicable law.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any other provision of this Declaration by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. No Liability. Neither the Association, Declarant nor any officer thereof shall have any liability for its failure to enforce any term hereof.

Section 6. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by either (a) Declarant or (b) the vote of Members holding two thirds (2/3s) of the Total Association Vote and the approval of Declarant so long as Declarant owns a portion of the Property or has the right to add Additional Property. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VI; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Interpretation. For purposes of this Declaration, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Declaration as a whole. Unless the context otherwise requires, references herein: (y) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Declaration (and references to sections refer to sections in such Article, unless the context otherwise provides; and (z) to a statute means such statute as amended from

time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Declaration to the same extent as if they were set forth verbatim herein. The headings in this Declaration are for reference only and shall not affect the interpretation of this Declaration.

ARTICLE XI
SPECIAL PROVISIONS REGARDING
UNIFIED DEVELOPMENT CODE OF OCONEE COUNTY, GEORGIA
REQUIREMENTS

Section 1. Application. Pursuant to the Unified Development Code of Oconee County, Georgia, as same may be amended from time to time (the "Development Code"), the provisions of this Article XI shall apply to the Subdivision. The provisions of this Article represents certain minimum requirements as established by Oconee County, however this Declaration may impose more restrictive requirements herein or by subsequent amendment thereto.

Section 2. Stormwater Facilities. Any stormwater detention facilities (the "Stormwater Facilities") located on the Property, if any, shall constitute Common Property and shall be owned, maintained, repaired and replaced by the Association in accordance with the Development Code and this Declaration pursuant to the terms and provisions of a separate perpetual, non-exclusive easement agreement from Declarant to the Association to be recorded in the Office of the Clerk of the Superior Court of Oconee County, Georgia. The Association shall perform inspections of the Stormwater Facilities and provide reports of all maintenance activities with respect to the Stormwater Facilities, submit copies of maintenance records, coordinate inspections to be performed by Oconee County personnel, and perform any other related actions to insure compliance with stormwater discharges as more particularly set forth in the Development Code.

Section 3. Private Streets.

(A) Incorporation of Code Section. Pursuant to Article 10 of the Oconee County Unified Development Code (adopted October 3, 2006), the following shall apply to the Subdivision and the relevant portions of such Code (hereinafter the "Regulations"), including "Sec. 1008.06. Private Streets." are hereby incorporated herein and made a part of this Declaration.

(B) Private Street Assessment. As herein provided, each Lot Owner shall be required to pay an annual fee for the upkeep and maintenance of the Private Street and any other private streets within the Subdivision by the Association, said fee to be determined by the Association, adjusted from time to time, and shall be included in the Assessment(s) to be collected by the Association as provided in this Declaration. In all instances, the Assessment

shall be set at a rate adequate to defray costs of ordinary maintenance, plus all other obligations of the Association. Pursuant to the Regulations, the following formula for assessing the maintenance and repair costs equitably to property owners served by the private streets shall be utilized: So as to equitably assess the maintenance and repair costs for the private streets, each Lot subject to this Declaration shall be assessed an equal assessment for maintenance and repair costs. The formula for calculating the assessment for maintenance and repair costs by the Association maybe amended from time to time, as needed, taking into account all reasonable factors, including, but not limited to, the submission of additional Lots or property which may be served by the private streets in the Subdivision.

(C) Private Street Maintenance. To comply with the Regulations as herein provided, private street maintenance shall be conducted and a periodic maintenance schedule shall be adopted by the Association under the following terms and conditions:

i. All road surfaces, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscaping shall, whenever possible, and using good faith and reasonable due diligence, be kept and maintained in good condition at all times, pursuant to this Declaration, the regulations of Oconee County, Georgia, and reasonable rules and regulations adopted by the Association.

ii. The Association shall determine and adopt a specific periodic maintenance schedule for required maintenance, which may be amended from time to time, provided, however, on or before the final business day of each fiscal year, the Association shall cause an examination to occur as to potential maintenance needs for the Subdivision.

iii. The Association shall make reasonable periodic examinations of the need for maintenance for road surfacing, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscape upkeep. Upon determining the need for such maintenance, then the Association shall undertake such needed maintenance or repairs as soon as possible.

(D) Acknowledgment; Owner Release. Each Owner hereby acknowledges that its Lot is served by the Private Street, which is a private street as set forth in the Regulations, and that by acceptance of a deed hereby acknowledges that the street is private and not maintained by the County, and that maintenance of the street is the responsibility of the Association and the Owner hereby releases the County from any obligation relating to the same. This provision shall be deemed incorporated into each deed and, if requested, each Owner shall take such further action as required by the Regulations to comply therewith, including, if necessary, executing an acknowledgement on each deed using a form acceptable to the County Attorney and to be recorded with the Clerk of the Superior Court; provided, however, that failure to execute such a release shall not relieve the purchaser of maintenance responsibility for the private street.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed under seal the date first above written.

Signed, sealed and
delivered in the presence of:

ROBINSON CREEK, LLC, a Georgia
limited liability company

Unofficial Witness

By: _____ (Seal)
Name: _____
Title: _____

[NOTARY SEAL]

EXHIBIT "A"

[Submitted Property]

[PENDING FINAL SUBDIVISION PLAT]

EXHIBIT "B"

[Common Property Designation]

(i) Private Street. The real property shown on the Plat as "Andora Court", together with all improvements now or hereafter located thereon, including the private street known as "Andora Court", landscape circles, drainage ditches, landscaping and other improvements (the "Private Drive"), which property is legally described as:

[INSERT LEGAL DESCRIPTION]

The term Private Street shall further include any and all other private streets, if any, hereafter established within the Subdivision, including, without limitation, any and all private streets as may be placed on any Additional Property submitted to this Declaration.

(ii) Sign Easement Area. The 30' x 30' Sign Easement Area, over which the Association is hereby granted a perpetual easement to install, maintain, repair and replace the subdivision entry and gates, any subdivision sign, any landscaping, any fencing or any other improvements within the Sign Easement Area, together with all improvements now or hereafter located thereon, including, without limitation, a sign and landscaping (the "Sign Easement Area"), which property is legally described as:

[INSERT LEGAL DESCRIPTION]

(iii) Front Entrance Easement Area. The area shown as "Front Entrance Easement Area" , over which the Association is hereby granted a perpetual easement to install, maintain, repair and replace the subdivision entry and gates, any subdivision sign, any landscaping, any fencing or any other improvements within the Sign Easement Area, together with all improvements now or hereafter located thereon, including, without limitation, a sign and landscaping (the "Front Entrance Easement Area"), which property is legally described as:

[INSERT LEGAL DESCRIPTION]