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FILED & RECORDED
CLERK SUPERIOR COURT
MONROE COUNTY GA

Re: David S. Jenkins
P.O. Box 737
Forsyth, GA 31029

GEORGIA, MONROE COUNTY

FEB 21 2007 PM 2:09

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WADDES DON SUBDIVISION

LYNN W. HAM
CLERK

BY:

Angela Banks dep

WHEREAS, the undersigned, Aylesbury Development Company, LLC or its successors and assigns ("Developer"), a limited liability company organized and existing under the laws of the State of Georgia, with its principal office and place of business in Monroe County, Georgia, is developing a subdivision known as Waddesdon Subdivision ("Property"), located in Land Lots 76,77 and 94 of the Thirteenth Land District of Monroe County, Georgia, including Lots 1 through 37, and including a lake (the lake, dam and spillway to be collectively known as the "Lake"), which Property and Lake are fully shown and described according to plats prepared by Robert E. DeLoach, Jr. dated February 12, 2007, entitled Waddesdon Subdivision, recorded in Plat Book #29, Page 12, Clerk's Office, Monroe Superior Court.

WHEREAS, the Developer considers it desirable and appropriate to record restrictive covenants applicable to Property, and,

WHEREAS, the Developer desires to subject the Property to the provisions of this declaration ("Declaration") and to provide that other property may be subject to the said Restrictive Covenants;

NOW, THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the Developer and to its successors and assigns, the Developer does hereby covenant, agree, and declare that the Property shall be subjected to the following restrictions, covenants and conditions which shall in each instance be construed as covenants attaching to and running with the land:

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The Property, subject to the covenants and restrictions hereinafter set forth, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this declaration. Only the Property is hereby made subject to these Restrictive Covenants; provided, however, by one or more supplementary declarations, the Developer shall have the right, but not the obligation, to subject other real property to these Restrictive Covenants, as hereinafter provided.

1. Residential Purposes. The Property shall be used solely for residential purposes. No structures shall be erected, altered, or permitted to remain on any Lot other than one single residential building for single-family residence, in addition to such garages, docks and boathouses, recreational facilities (if approved by the Architectural Control Committee in its discretion), and like structures erected for the pleasure and convenience of the occupants of said single residence.

2. Residence Descriptions and Definitions. Residences to be constructed on the Property shall fall into one of the following descriptive categories:

a. A one-story family residence is defined as a house which all qualified space is on one level.

b. A two-story family residence is defined as a house in which all qualified space is on two levels and the exterior walls of the upper level extend approximately to the level of the ceiling of the upper level.

c. A one and one-half story family residence is defined as a house in which all qualified space is on two levels and the exterior walls (excepting gables) rise to the approximate level of the lower ceiling and the roof slopes up from this level with qualified space on the upper level of the house, and the house may have the general appearance of a one-story house.

d. Multi-level family residence is defined as a house in which all qualified space is on more than one level but does not fit into the descriptions listed in b and c above.

The floor area of any one-story family residence shall be not less than 3300 square feet and a two-story family residence shall be not less than 3700 square feet, a one and one-half story family residence shall be not less than 3500 square feet and a multi-level house shall be not less than 3800 square feet. All areas listed above refer only to qualified space, which is here defined as that space exclusive of porches, patios, attics, basements, storage rooms opening onto garages, and garages. The Architectural Control Committee shall be fully authorized to grant exceptions to the provisions of this paragraph, and variance from any provision within these covenants must be approved in writing, and the failure to approve or disapprove the same within thirty (30) days or to file suit for injunction as set forth above shall not result in the covenants being deemed to have been fully complied with.

3. Concrete Block and Brick. No concrete block above ground may be exposed. If brick is used in exterior construction it must be standard size, modular size or English size.

4. Architectural Control. No improvements, including, but not limited to, driveways, walkways, roads, barns, toolsheds, garages, docks, boathouses, mailboxes, fences, pools, tennis courts, exterior lighting, treehouses, and play equipment, shall be erected, placed or altered on any Lot until (i) the construction plans and specifications; (ii) a site plan showing the location of the structure, and; (iii) a landscape plan have been approved by the Architectural Control Committee ("Committee") as to the quality of workmanship and materials, harmony of exterior design with existing structures including exterior color and as to location with respect to topography and finish grade elevation. More specifically, the Committee will be furnished for approval, prior to the beginning of any construction, site plans to scale showing the location of all structures, paved driveways and walks indicating original and finished elevations; construction plans to scale including floor plans, elevations and square footage; and specifications identifying materials and

techniques to be employed in the construction of the work to be accomplished on the site. When repairing any portion of the exterior of the home, the choice of colors must be from colors used on original paint work in the subdivision. It is a violation of these covenants to introduce new colors on exterior surfaces unless approved by the Committee.

a. Membership. The Committee is composed of Peter O. Holliday, III, David S. Jenkins and an architect of their choice. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Developer shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant, except for reasonable compensation covering time involved by any member of the Committee who is an independent architect.

When the Developer has transferred title to the last remaining Lot, the Waddesdon Homeowners Association, Inc. ("Homeowners Association") shall replace the Committee.

b. Approval Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing sent via U. S. Mail, return receipt requested within thirty days of the requested decision.

c. Removal/Replacement of Committee Members. So long as Developer owns any property subject to these covenants, it shall have the right to remove any member of the Committee from office. In the event that for any reason any vacancy occurs in the membership of the Committee, Developer shall fill the vacancy within ten (10) days; should it fail to do so the remaining member or members of the Committee shall be so empowered.

d. Variance from Covenants. It shall be the responsibility of any owner to abide by the covenants whether Committee approval is given or not. Any variances from the covenants that are approved by the Committee shall be in writing.

e. Governmental Jurisdiction. The approval of the Committee shall be only for conformance with the covenants set forth elsewhere herein. It shall be the responsibility of the owner to obtain all other approvals by various governmental agencies having jurisdiction.

5. Set-Back Lines and Residence Alignment. No building shall be erected nearer to the front Lot line, or nearer to the side street line, than the building setback lines, shown upon the final plat of the property. All residential structures shall face in the direction of the front Lot line, except that with respect to corner Lots, the residential structure shall face the front building line as prescribed in the deed of conveyance to each such Lot. Any and all restrictions in this Paragraph 5 are subject to revision by, and with the written consent of, the Committee, where by reason of the contour of any particular Lot, the building cost would be materially affected by strict compliance with such building line requirements, or where, by reason of such contours, the appearance of the development would be adversely affected, or for any reason satisfactory to the Committee.

6. Side and Rear Set-Back (One Lot). No building on any Lot shall be erected nearer to the side or rear line of such Lot than fifty feet.

7. Side and Rear Set-Back (Multiple Lots). So long as title to any Lot and a portion or portions of an adjacent Lot, or adjacent Lots, are in the name of one owner, such side line restrictions shall be applicable only to the outside boundaries of the entire tract so owned. This restriction has no applications to the side street line restrictions as specified in Paragraph 5 above.

8. Landscaping. Any Lot upon which a residence is constructed must be landscaped according to a landscaping plan approved pursuant to Paragraph 4(iii) above. This landscaping

must be complete within sixty (60) days of the residential construction completion and must be maintained in keeping with the landscaping plan. Any significant alterations to the landscaping must be approved by the Committee pursuant to the approval procedures set forth in these Restrictive Covenants.

9. Garages. All garages must be side or rear entry unless otherwise approved by the Committee.

10. Fences, Walls and Mailboxes. No fence or wall, other than an ornamental fence or wall, or retaining wall, shall be erected on any Lot, and no such fence or wall shall be erected between the front of any dwelling and the street line without the written approval of the Committee. Without in any way attempting to define or describe all types of fences which are not ornamental, it is expressly provided that any metal, steel or galvanized fence, whether or not slatted or with plastic strips, which is commonly referred to as a chain-link fence, cyclone fence, Rio Grande fence or the like is not ornamental.

No fencing and fencing type barrier of any kind for horse enclosures shall be erected without the written approval of the Committee. Appropriate fencing shall be constructed of four 2 x 6 boards or PVC plastic fencing, twelve feet in length, with posting at six foot intervals. Fences shall be a minimum of four and one-half feet in height.

Mailboxes will be uniform throughout the subdivision and can be purchased from the developer at cost.

11. Commercial Trade or Activities. No trade or commercial activity (noxious or offensive or otherwise) shall be conducted or permitted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, the operation of kindergartens, boarding houses, tourist homes, nursing homes, fraternity houses, tea rooms, antique shops, florist shops, beauty shops, and

the business of fortune tellers, clairvoyants or the like are expressly prohibited on the Property to which these restrictions apply and as to each and every Lot therein.

12. Signs. No sign of any kind or character shall be displayed to the public view on any Lot except one professional sign advertising the property for sale or rent or signs for temporary use by a builder to advertise the property during the construction and sales period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Lot. These markers shall not exceed one (1) square foot in size.

13. Antennas and Satellite Dishes. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, without the prior written consent of the Committee or its designee. No free-standing antennas whatsoever shall be placed on any Lot, except satellite dishes of no more than three feet in diameter and not visible from the street.

14. Temporary Dwellings; Vehicle Repair; Boats and Trailers; Parking Restrictions. No trailer, mobile home, modular home, camper unit, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence. No vehicle under repair for more than twelve hours is permitted unless housed in a roofed enclosure screening it from view from the street and all adjacent property. All boats and boat trailers shall be permitted when housed in a roofed enclosure screening it from view from the street and all adjacent property. A trailer may be used as a construction shack during the normal period of construction of the main dwelling. A camper trailer or motor home shall be permitted on any Lot so long as it is not visible from the street. Vehicles shall not be parked on any subdivision street for periods of more than twenty-four (24) continuous hours. All commercial vehicles must be garaged or parked out of sight. The term

"vehicles," as used herein, shall include, without limitation, boats, motor homes, trailers, motorcycles, scooters, trucks, campers, buses, and automobiles.

15. Fuel Tanks. All fuel-storage tanks greater than a 100 gallon capacity on any Lot, must be buried.

16. Swimming Pools. All swimming pools on any Lot must be constructed below ground level so that the pool's surface is ground level.

17. Driveways. Driveways shall be constructed with concrete or asphalted hot mix. Said driveways shall have a minimum width of ten (10) feet, a minimum of four (4) inches of concrete or two (2) inches of asphalt and shall run from the paving of the road to the minimum building set-back line for the respective Lots. However, other hard surface material or design may be approved by the Committee if any exception is requested when plans are submitted to the Committee for approval.

18. Latrines. No latrines or surface toilets shall be permitted upon the Property. Portable toilets will be temporarily allowed on construction sites, but must be removed promptly when construction is complete.

19. Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of horses, two of which may be allowed on Lots of four or more acres, and with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Waddesdon Homeowners Association, Inc.

("Homeowners Association"); provided, however, that those pets which are permitted to roam free, or that, in the sole discretion of the Homeowners Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other Lots or the owner of any property located adjacent to the Property may be removed by the Homeowners Association. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which

are household pets shall at all times whenever they are outside of a residence be confined on a leash or by invisible fencing.

20. Clotheslines, Garbage Cans, Woodpiles and Trash. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. The burning of plant clippings, rubbish, trash or garbage on any Lot shall not be allowed.

21. Garbage Disposal Containments. No garbage, or other waste, shall be kept on the Property except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be located in the rear of the main residence structure out of sight from the street or adjacent property unless otherwise ordered by any governmental division, unit, body or authority, having jurisdiction.

22. Intersection Visibility. All Lots at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at the corner of a Lot where this would create a traffic or sight problem.

23. Each Lot shall be maintained so that it is free and clear of any underbrush or overgrowth within at least 50 feet from an abutting road.

24. Re-Subdivision. No re-subdivision shall be made of any Lot if the effect of such re-subdivision shall serve to increase the total number of Lots. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Homeowners Association. Developer, however, hereby expressly reserves the right to replat any Lot or Lots. Any such division, boundary line change, or replatting shall not be in violation of the applicable zoning regulations.

25. Firearms. The use of firearms on the Property is prohibited.
26. Springs. The flow of any natural spring within the Property may only be diverted if the result of such diversion is to channel the spring's water into the Lake.
27. Solar Energy. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, without the prior written consent of the Committee or its designee.
28. Said Lots, and each of them, are subject to an easement heretofore given to Central Georgia EMC, the Monroe County Water Authority, and Bell South/AT&T, their successors and assigns, for the location, erection and/or installation, maintenance and repair of utility lines and structures across, over or under said property. Areas reserved on the above referenced plats for utilities and drainage may be used by other owners of Lots as may be necessary to construct and maintain utilities and drainage lines.
29. Drainage Ditches. On those Lots having a drainage ditch, or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining Lot. Such ditch, or ditches may, however, be enclosed with culvert pipe of size, capacity and installation approved by the county engineer, who has proper authority, provided that such enclosure does not increase the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners within such subdivision. Furthermore; all culvert pipes must have a brick headwall on both ends conforming to the size and brick approved by the developer. Brick is to be: Cherokee Brick Old Savannah Grey Tumbled or approved similar substitute.
30. Construction Hours. Construction work on the Property shall only be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, and never on Sunday.

31. Initiation Fee. When a property owner initiates the construction of a new home, the property owner shall pay an initiation fee of \$1,000.00 to the Homeowners Association. These funds will be used, among other things, for the repair of roads within the subdivision damaged during the construction of the new home.

32. Utility Lines. All utility lines on the Property shall be underground.

33. "Planned Subdivision". The Property is a "planned subdivision" pursuant to the provisions of O.C.G.A. § 44-5-60(d)(1). These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of the Developer its successors and assigns, and all owners of Lots and all persons claiming under them.

34. Covenant Severability. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any of the other restrictive provisions which shall remain in full force and effect.

35. Owning Multiple Lots.

a. Authorization. Whenever any Lot is owned by the same person or persons as any adjoining or abutting Lot, the Committee shall be authorized to grant such exemptions and/or exceptions from the applicability of these restrictions with respect to such Lots as may be consistent with treating such adjoining or abutting Lots as a single Lot. For example, if the owner of two adjoining Lots desires to build a garage on one Lot and his principal residence on an adjoining Lot, the Committee may in its discretion authorize him to do so. The Committee may condition any such grant in any way that it deems proper, including, but not limited to, requiring such owner to enter into a written contract or covenant in recordable form acknowledging and agreeing that such exemption and/or exception will cease if ownership becomes divided and/or if the structure or

facility permitted by the exception is not adequately maintained and/or screened, and/or otherwise conditioning the grant. Any exception or exemption granted hereunder shall be narrowly construed.

b. Approval. Any grant of an exception or exemption under this Paragraph 35 must be made by the Committee in writing and its failure to approve or disapprove within 30 days shall not be deemed to be an approval of the requested exception and/or exemption, nor shall failure to file suit for injunction prior to completion of construction be deemed such an approval or result in these restrictive conditions being deemed to have fully complied with, or estop any person from enforcing these restrictions.

Any request for an exception or exemption and the approval thereof must be made in accordance with the Approval Procedures of Paragraph 35(a) above.

36. Homeowners Association. Each owner of one or more Lots shall be a member of the Homeowners Association. The Homeowners Association will be or has been organized and exists for the benefit of all property owners in the subdivision and the owners shall be entitled to one vote per Lot owned on all matters pertaining to the Homeowners Association including election of officers and directors. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple owners of a Lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the by-laws of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership in addition to the right to vote shall include the right to hold office.

By virtue of purchasing one or more Lots, each owner and every occupant of a Lot agrees to abide strictly by the by-laws, rules and regulations which are passed from time to time by the

Homeowners Association, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot, if any, and to promptly pay any and all dues which may be levied from time to time by the Homeowners Association for the maintenance, protection and operation of any amenities or common areas on the Property owned or operated by the Homeowners Association.

The dues which may be levied by the Homeowners Association shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners. The Homeowners Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Homeowners Association on behalf of the Homeowners Association, or, in a proper case, by an aggrieved owner. The failure of the Homeowners Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Each owner shall be personally liable for his or her portion of the dues while he or she is the owner of a Lot. In the event that any owner fails to pay any dues which are passed and levied by the Homeowners Association on all owners, the unpaid dues shall be a lien upon the property of such owner. The lien may be further evidenced by the recording of an affidavit of the President of the Homeowners Association, setting forth the unpaid amount and a description of the property against which the dues were levied. Any unpaid dues shall bear interest at the rate of twelve percent (12%) per annum until paid. The initial amount of the dues shall be \$100.00 per month per Lot. This amount is subject to change by the Homeowners Association.

Any special assessment for new additional capital improvements may be levied by the Homeowners Association in any year. Any special assessment shall be effective only if approved by a two-thirds vote of the members of the Homeowners Association and, so long as the Developer has an option unilaterally to subject additional property to this Declaration. Special assessments shall be paid as determined by the Homeowners Association, and they may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

After the commencement of assessment payments as to any Lot, Developer, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the assessments provided herein for each Lot it owns containing an occupied residence; provided, however, each Lot owned by Developer which does not contain an occupied residence shall not be subject to any assessment provided for herein.

37. Lake Association. All Lots with frontage on the Lake are collectively known as the "Lake Lots". Each owner of a Lake Lot (collectively, the "Lake Owners") shall be a member of the Waddesdon Lake Association, Inc. ("Lake Association"). The Lake Association will hold title to the Lake and will be or has been organized and exists for the benefit of all Lake Owners. The Lake Owners shall be entitled to one vote per Lake Lot owned on all matters pertaining to the Lake Association including election of officers and directors. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Lake Owner's membership. No Lake Owner, whether one or more persons, shall have more than one membership per Lake Lot. In the event of multiple Lake Owners of a Lake Lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the by-laws of the Lake Association. Membership shall be

appurtenant to and may not be separated from ownership of any Lake Lot. The rights and privileges of membership in addition to the right to vote shall include the right to hold office.

By virtue of purchasing one or more Lake Lots, each Lake Owner and every occupant of a Lake Lot agrees to abide strictly by the by-laws, rules and regulations which are passed from time to time by the Lake Association, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lake Lot, if any, and to promptly pay any and all dues which may be levied from time to time by the Lake Association for the maintenance, protection and operation of any amenities or common areas on the Property owned or operated by the Lake Association. The dues which may be levied by the Lake Association shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners. The Lake Association may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Lake Association on behalf of the Lake Association, or, in a proper case, by an aggrieved Lake Owner. The failure of the Lake Association or any Lake Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Each Lake Owner shall be personally liable for his or her portion of the dues and/or assessments as hereinafter described, while he or she is the owner of a Lake Lot. In the event that any Lake Owner fails to pay any dues or assessments which are passed and levied by the Lake Association on all Lake Owners, the unpaid dues or assessments shall be a lien upon the property of such Lake Owner. The lien may be further evidenced by the recording of an affidavit of the

President of the Lake Association, setting forth the unpaid amount and a description of the property against which the dues or assessments were levied. Any unpaid dues or assessments shall bear interest at the rate of twelve percent (12%) per annum until paid. The initial amount of the dues shall be \$50.00 per month per Lot. This amount is subject to change by the Homeowners Association.

Any special assessment for new additional capital improvements may be levied by the Lake Association in any year. Any special assessment shall be effective only if approved by a two-thirds vote of the members of the Lake Association and, so long as the Developer has an option unilaterally to subject additional property to this Declaration. Special assessments shall be paid as determined by the Lake Association, and they may permit special assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

After the commencement of assessment payments as to any Lake Lot, Developer, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the assessments provided herein for each Lake Lot it owns containing an occupied residence; provided, however, each Lake Lot owned by Developer which does not contain an occupied residence shall not be subject to any assessment provided for herein.

In addition to the foregoing, the following restrictive covenants shall apply to the Lake and Lake Lots:

- a. Only Lake Owners shall have access to and use of the lake.
- b. No motorized water craft shall be operated on the lake.
- c. No structure shall extend any further than fifteen feet from the bank.
- d. The cost of the stocking of fish in the lake, as determined by the Lake Association, shall be shared jointly by all Lake Owners.
- e. There shall be no fishing after nightfall on the lake.

f. The cost of maintaining the dam and the area below the dam, including the mowing of grass and removal of trees, shall be shared jointly by the members of the Lake Association.

38. Trees. No tree in excess of six (6) inches in diameter shall be cut without the permission of the Developer, with the following exceptions:

a. Trees within the building perimeter or (footprint) as determined by the exterior building dimensions. Porches, decks, paved terraces, and garages are considered to be within the building perimeter.

b. Trees within ten (10) feet of building perimeter.

c. Trees within the driveway perimeter.

d. Trees within ten (10) feet of the driveway. Procedure for obtaining a decision on permission to cut other trees is as follows: The Owner shall mark trees he desires to cut with colored tape. He shall make a request of the Developer in writing via certified mail not less than thirty (30) days before the date he desires to cut the trees. A decision will be rendered within that time. In the event the Owner has not received a written decision within thirty (30) days, permission to cut the trees will be considered given as if in writing.

39. Structure Maintenance. No dwelling or structure on any Lot shall be allowed to fall into neglect or disrepair. In the case of fire damage, such dwellings shall be demolished and the debris removed within 120 days after said fire damage, except where the repair or rebuilding is begun within said 120 days and completed within a reasonable time thereafter. In any event, failure by the owner to take such action as is necessary to maintain, repair, or replace his dwelling shall, after 30 days written notice from the Homeowners Association, shall entitle the Homeowners Association to repair or demolish and to charge the cost as a lien against the property, which shall

be enforceable by any means available at law or equity, including foreclosures of the lien against the Lot to which it relates.

40. Additional Property. As the owner thereof or, if not the owner, with the consent of the owner thereof, Developer shall have the unilateral right, privilege, and option from time to time at any time after the recording of this Declaration to subject any Additional Property to the provisions of this Declaration and the jurisdiction of the Homeowners Association by filing for record in the Office of the Clerk of the Superior Court of Monroe County a Supplementary Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing or recording of such Supplementary Declaration unless otherwise provided therein. As long as covenants applicable to the Property subjected to this Declaration are not changed and as long as rights of then owners are not adversely affected, the Developer may unilaterally amend this Declaration to reflect the different character of any such annexed real property.

The rights reserved unto Developer to subject Additional Property to this Declaration shall not be implied or construed so as to impose any obligation upon Developer to subject any Additional Property to this Declaration or to the jurisdiction of the Homeowners Association. If such Additional Property is not subjected to this Declaration, Developer's reserved rights shall not impose any obligation on Developer to impose any covenants and restrictions similar to those contained herein upon such Additional Property nor shall such rights in any manner limit or restrict the use to which such Additional Property may be put by Developer or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

41. Developer Reservation of Easement. Notwithstanding any provisions contained herein, the By-Laws, Articles of Incorporation, rules and regulations of the Homeowners Association, the Lake Association, use restrictions, and any amendments to any of the foregoing, Developer hereby expressly reserves unto itself and its successors and assigns a non-exclusive,

perpetual right, privilege, and easement with respect to the Property for the benefit of Developer, its successors, and assigns over, under, in, and/or on the Property, without obligation and without charge to Developer, for the purposes of taking all actions related to or connected with construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment, and/or otherwise dealing with the Property and any other property now owned or which may in the future be owned by Developer, (such other property is referred to as "Additional Property").

a. Examples of Easement Uses. The reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to: The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in the Property and the right to tie into any portion of the Property with driveways, parking areas, and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, television cable, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under and/or over the Property.

b. Non-Merger of Title. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, including, without limitation, the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quit-claim deed from Developer releasing such right, privilege, or easement by express reference thereto.

c. Shared Cost of When Easement Applies to Additional Property. If these reserved easements are exercised with respect to any annexed Additional Property, as hereinbefore mentioned, the owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical, telephone,

television cable, natural gas, water, sewer, and drainage lines and facilities with the owners of the Property in the proportion that the number of completed dwellings on the affected Additional Property bears to the total number of completed dwellings on the Property. The costs of maintenance and repair of driveways on the Property shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across the Property. For the purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection thereof may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Homeowners Association in accordance with this Declaration. If any of the Additional Property is added to the Property, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by these Covenants, rather than by these reserved easements.

42. Access Driveways. When the Developer conveys title to Lots 3, 5, 22, 23, 24, and 27, the Developer shall also convey to the buyer of those Lots a one-half undivided interest in the driveway accessing that Lot along with a non-exclusive easement to the entire driveway for the purpose of ingress and egress to and from the Lot. The transferees of the undivided interest and easement shall be responsible for the maintenance of their respective driveways.

43. Title Transfer by Developer. When the Developer has transferred title to the last remaining Lot, it shall concurrently transfer the following:

- a. Title to all roads within the Property to the Homeowners Association; and
- b. Title to the road accessing the Property from Wadley Road (the "Wadley Road Access") to the Homeowners Association.

44. Homeowners Association Right of Entry. In addition to any other remedies provided for herein, the Homeowners Association or its duly authorized agent shall have the power to enter

upon a Lot or any portion of the Property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition that violates this Declaration, the By-Laws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Homeowners Association shall give the violating Lot owner the (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot owner and shall be collected as provided for herein for the collection of assessments.

45. Central Georgia Electric Membership Corporation Residential Specifications.

Residences to be constructed on the Property shall meet the following Central Georgia Electric Membership Corporation Residential Specifications: *13-SEER, 6.8 HSPF Electric Heat Pump, Electric Water Heater (40-gal. or larger) with Energy Factor of 0.88 or higher.* The owner of any residence shall consent to and allow the Central Georgia Electric Membership Corporation to install a Load Management Switch on all applicable heat-pump compressors and electric water heaters located within the residence.

46. Amendments to Covenant Declaration. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the owners of Lots subject hereto and the consent of the Developer, so long as the Developer owns any property subject hereto. In addition, this Declaration may be amended unilaterally at any time and from time to time by the Developer (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict herewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or

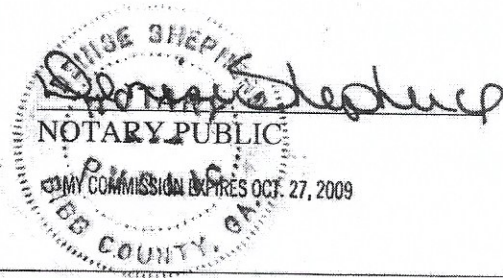
purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Lot unless such Lot owner shall consent thereto in writing. Further, for five (5) years from the date that this Declaration is recorded, Developer may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot owner. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

IN WITNESS WHEREOF, the Developer acting by and through its duly authorized officers and agents, has caused this instrument to be executed in its behalf and its seal to be affixed hereto, this 20th day of February, 2007.

Signed, sealed and delivered

Dot Butte

WITNESS



AYLESBURY DEVELOPMENT COMPANY, LLC

BY: Peter Hild III, MD

PRESIDENT

ATTEST: David DeLuca

SECRETARY