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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE ESTATES AT OAKLAND PLANTATION  
SECTION ONE**

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**THE ESTATES AT OAKLAND PLANTATION**  
**SECTION ONE**

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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
FOR  
THE ESTATES AT OAKLAND PLANTATION, SECTION ONE**

THIS DECLARATION ("Declaration"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by OAKLAND PLANTATION PARTNERS, LLC (hereinafter referred to as "Declarant"), as follows:

**WITNESSETH:**

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

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

**ARTICLE I  
DEFINITION OF TERMS**

1.1 "Architectural Review Committee" ("ARC") means the Architectural Review Committee established in Article VII hereof.

1.2 "Articles of Incorporation" means the Articles of Incorporation of the Association filed with the Georgia Secretary of State and incorporated herein by this express reference thereto.

1.3 "Association" means the Georgia non-profit corporation formed or to be formed as the homeowners association for the Property, its successors and assigns. The name of the Association will be **The Estates at Oakland Plantation Home Owners Association, Inc.** or a similar name.

1.4 "Board of Directors" or "Board" means the appointed and elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, et seq. An individual may serve on the Board even though that individual may not be an Owner.

1.4.1 "Community Board of Directors" or "Community Board" means the appointed and elected body of the Community Association, as hereinafter defined, vested with the authority to manage the affairs of the Community Association under the Georgia Nonprofit Corporation

Code, O.C.G.A. §14-3-101, et seq. An individual may serve on the Community Board even though that individual may not be an Owner.

1.5 "Bylaws" means the Bylaws of the Association, incorporated herein by reference.

1.6 "Building Site" shall mean any Lot, or any two or more contiguous Lots in a single ownership upon which one dwelling may be erected in conformance with this Declaration.

1.6.1 "Code" means that document prepared or adopted by the ARC hereof which contains, among other items, the design and building guidelines, and the application and review process, for proposed construction or other improvements on any Lot.

1.7 "Common Property" means any and all real and personal property, including, without limitation, recreation areas, greenspace areas, greenspace easements, greenspace access easements, utility and drainage easements, other easements, and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7.1 "Community Common Property" means any and all real and personal property, including, without limitation, any private streets, lakes, recreation areas, greenspace areas, greenspace easements, greenspace access easements, utility and drainage easements, other easements, and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Community Association for the common use and enjoyment of the Owners.

1.8 "Community" shall mean and refer to those portions of the real property described on Exhibit "A" attached hereto any by this reference made a part hereof, including the Property as hereinafter defined, as may be developed into single family residential developments (including detached single family dwellings on separate building lots, townhouses and condominiums). "Community" also includes such additional property as may be made a part thereof by Declarant by any supplemental Declaration or amendment hereto.

1.8.1 "Community Association" means the Georgia non-profit corporation, its successors and assigns, formed or to be formed as the residential property owners association for the Community. The name of the Association will be the **Oakland Plantation Community Association, Inc.** or a similar name.

1.9 "Lot" means all subdivided parcels of property which are part of the Property, as identified on the Plat referenced herein.

1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers but excluding contract purchasers, and also excluding those having such interest solely as security for the performance of an obligation.

1.11 "Occupant" means any person occupying all or any portion of a Lot, a Building Site or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such property.

1.12 "Plat" means that certain plat prepared by Lanier Engineering, Inc., entitled "The Estates at Oakland, Section One", and recorded in Plat Cabinet E, Slide E-114D, in the office of the Clerk of Superior Court of Lee County, Georgia.

1.13 "Property" means the property described in Article II hereof.

1.14 "Total Association Vote" means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

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

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION**

**2.1 Property.** All of the Lots 1 through 19, as shown on the Plat shall be subject to all terms of this Declaration, together with all improvements thereon, including the Common Property, utility systems, drainage systems and other improvements serving the Lots and, upon submission to the provisions of this Declaration, the tracts or parcels of land hereafter added thereto as Additional Property, together with all improvements thereon.

**2.2 Additional Property.** Declarant hereby reserves the right, but not the duty nor the obligation, in Declarant's sole and absolute discretion, to add Additional Property to the Estates at Oakland development by recording a supplement or amendment to this Declaration in the Office of the Clerk of Superior Court of Lee County, Georgia, thereby subjecting such Additional Property to this Declaration. Any such supplement shall subject such Additional Property to the jurisdiction of the Association and shall make the Owners of such Additional Property members of the Association. If the Additional Property or any portion thereof is so added, Declarant reserves the right to designate the boundaries of the portion added. This option may be exercised by the Declarant in accordance with the following rights, conditions, and limitations which are the only conditions and limitations on such option:

(a) The option may be exercised from time to time during a period of twenty (20) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such twenty (20) year period by

executing and filing an agreement evidencing such termination in the deed of records of the Clerk of the Superior Court of Lee County, Georgia.

(b) If the Additional Property or any portion thereof is so added, Declarant reserves the right to designate the boundaries of the portion added.

(c) Should the option to add the Additional Property, or any portion thereof, not be exercised within the terms specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.

(d) The option reserved by Declarant to add Additional Property shall in no way be construed to impose upon Declarant any obligation to add any Additional Property or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.2 may be exercised by Declarant only, by the execution of an amendment to this Declaration which shall be filed in the deed records of the Clerk of the Superior Court of Lee County, Georgia, together with a legal description of the Additional Property. Thereafter, Declarant shall convey to the Association the Common Property, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such parcel(s). From and after the addition of the Additional Property by amendment to this Declaration, the number of votes in the Association shall be increased by the number of additional Lots to be located on the Additional Property, so that there shall continue to be one vote in the Association per Lot. In no event shall Declarant be obligated to submit the Additional Property, or any portion thereof, to any covenants, conditions or restrictions whatsoever.

**ARTICLE III**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

**3.2 Voting.** Members shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the

absence of such advice, the vote attributable to such Lot shall be suspended in the event more than one person seeks to exercise it.

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

#### ARTICLE IV ASSESSMENTS

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

**4.2 Creation of Lien and Personal Obligation for Assessment.** Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, covenants and agrees to pay the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges, interest [at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due] and costs of collection, including, without limitation, reasonable attorney's fees relating thereto and actually incurred, shall, from the time the sums become due and payable, be a charge on the Lot and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment becomes due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner owns 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; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgagee taking title through

foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

**4.3 General Assessments.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. 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, general assessments shall be paid in single annual installments. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, landscape maintenance, expenses and liabilities incurred as proved herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

**4.4 Special Assessments.** The Association may levy a special assessment from time to time if approved by the Board, provided the total amount of special assessments allocable to each Lot does not exceed Five Hundred (\$500.00) Dollars in any one fiscal year. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation in any one fiscal year shall be effective only if approved by a majority of the Owners. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

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

a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among the Lots which are benefited according to the benefit received; or

b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

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

**4.7 Remedies of the Association.** Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successor in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successor in title creating any indemnification of the Owner or of any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who is not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners. The foreclosure

procedure available to the Association shall be the same procedure as for foreclosing other liens for the improvement of real property in Georgia. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the common property and recreational facilities, and the right to receive and enjoy such other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension, and shall not affect the permanent lien on such Lot in favor of the Association.

**4.8 Date of Commencement of Assessments.** General assessments shall commence when the Board of Directors first determines a budget and levies general assessments. The general assessments provided for herein shall be subject to commencing as to a Lot when it has been conveyed by Declarant to an Owner other than Declarant or other than a builder or contractor ("Qualifying Builder"). As to a Qualifying Builder, general assessments will not begin until either the Lot is sold to a new Owner or the house on the Lot is first occupied. Special and Specific Assessments will commence as to an affected Lot when the Board so determines.

**4.9 Capitalization of Association.** Upon acquisition of record title to a Lot by the first Owner thereof, including a Qualifying Builder but not including Declarant, a capital contribution shall be made by the first Owner to the working capital of the Association ("Capital Contribution") in an initial amount equal to Two Hundred Fifty Dollars (\$250.00), which amount may be adjusted from time to time by the Board in its sole discretion, and which amount is in addition to the initial capitalization amount due to the Community Association pursuant to the provisions of Paragraph 9.12. This Capital Contribution amount shall be in addition to, not in lieu of, the Association's annual general assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. The Capital Contribution shall be due and payable to the Association at the time a Lot is acquired by the first Owner of the Lot other than Declarant.

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

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

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

#### Article V

### MAINTENANCE AND CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

**5.1 Association's Responsibility.** The Association shall maintain and keep in good repair the Common Property. The maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) All private property streets, roads and drives; (b) all community street signs; (c) all community entry features; (d) community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, Common Property or public right-of-way; (e) all storm water drainage facilities and all street lighting serving the Property, if and to the extent such facilities are not maintained by a public body; (f) designated property outside of Lots which was originally maintained by Declarant; and (g) all tree lighting pertaining to the Property. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and cost sharing agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event the Association determines that the need for any maintenance, repair or replacement, which is otherwise the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement, and all costs thereof not paid for by that Owner's insurance shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-wide standard.

**5.2 Owner's Responsibility.** Except for maintenance performed on a Lot by the Association pursuant to Section 5.1 and by the Community Association pursuant to Section 9.15, if any, all maintenance of the Lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-wide standard and this Declaration. In the event that the Board 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 may, except in an emergency situation, give the Owner written notice of the maintenance deficiencies determined by the Association and the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense in the event Owner does not immediately remedy same. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement

is not capable of completion within a ten (10) day period, to commence and continue such work to completion with reasonable dispatch. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement, and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

**5.3 Conveyance of Common Property by Declarant to Association.** The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

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

## **Article VI** **GENERAL PURPOSE OF COVENANTS**

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

### **6.2 Rules and Regulations.**

(a) Subject to the provisions hereof and the Code, the Board may establish reasonable rules and regulations concerning the use of Lots and the Common Property and facilities located thereon. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, unless and until any such rule or regulation be specifically overruled, canceled or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a two-thirds

majority of the Total Association Vote, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Oakland Estates development.

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

#### Article VII

#### ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

**7.01 Architectural Review Committee ("ARC").** In order to maintain high architectural standards in the development, the Declarant does hereby establish the ARC, whose members shall be appointed by the Declarant. **The decisions of the ARC are final and are to be enforced by the Association, through its Board of Directors.**

**7.02 Membership and Address of the ARC.** The ARC shall consist of up to five (5) members, who shall be selected by the Declarant, and who may be changed from time to time at the sole discretion of the Declarant. An individual may be a member of the ARC even though that individual is not an Owner or a member of either the Board or Declarant. A majority of the ARC may designate a representative to act for it. The ARC's initial mailing address shall be 790 Oakland Road, Leesburg, GA 31763. The ARC operates independently of the Board of Directors of the Association and shall not lose its authority and functions at such time as the Declarant relinquishes the right to appoint the officers and Directors of the Board of the Association. Only at such time as a majority of the then-serving members of the ARC vote to resign and specifically relinquish their ARC authority and functions will the Association have the authority to appoint members of the ARC.

**7.03 Design and Building Guidelines.** The ARC may adopt a Code containing design and building guidelines and application and review procedures. The ARC shall have sole and full authority to prepare and to amend the foregoing guidelines and procedures. Owners and builders shall conduct their operations strictly in accordance with any such guidelines and procedures.

**7.04 General Building Standards.** The ARC shall be the sole arbiter of all plans and specifications submitted for approval and may, in its sole and absolute discretion,

**withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of this Declaration or the Code.**

Notwithstanding that the ARC has or has not yet adopted a Code containing design and building guidelines and procedures, no exterior construction, alteration, addition or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any part of the Property, except such as is installed by the Declarant, unless and until same has been approved by the ARC. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by the ARC. The ARC may employ architects, engineers or other persons, as it deems necessary, to enable the ARC to perform its review.

No dwelling, building, fence, television or other satellite receiving antenna or "dish," or other structure or improvement shall be erected, placed or altered on any Lot until the building plans, exterior specifications, exterior color and finish, landscape plans, plot plans (showing the proposed location of such building or structure, improvement, drive and parking area), and construction schedule have been approved in writing by the ARC. One copy of all such plans and related data shall be furnished to the ARC for its records.

No alterations in the exterior appearance of any existing building or structure shall be made without approval in the same manner described herein for new buildings or structures.

The right of approval vested in the ARC hereunder shall include the right to approve all exterior building materials, the exterior color or finish, windows, doors, roofing materials and all landscape materials. Approval by the ARC shall be exercised in the best interest of the harmonious development of the Property and in keeping with the ARC's desire to promote an attractive residential development. It is also expressly understood that the approval of any plans and specifications by the ARC shall in no way relieve the Lot owner from fully complying with these restrictions and covenants, and also with applicable zoning or building regulations. All required approvals shall be in writing.

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

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

heirs, successors and assigns shall be bound by and shall comply with all other provisions of this Declaration. Any member of the ARC or its representatives shall have the right, during reasonable hours, to enter upon any Building Site to inspect for the purpose of ascertaining whether or not the provisions of this Declaration or of any design and/or building guidelines established by the ARC have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the ARC, in the event of noncompliance with this Section, the ARC may record in the appropriate land records a notice of violation hereunder naming the violating Owner and/or may seek an injunction against said violation.

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

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

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

considered a hardship warranting a variance.

**7.05 Square Footage Requirements.** The floor area of the main structure of any one-story residence constructed on any Lot, exclusive of one-story open porches and garages, shall not be less than 3,000 square feet. In the case of a 1 ½ or 2 story structures constructed on any Lot, the ground floor area shall not be less than 2,000 square feet, and the total floor area shall not be less than 3,400 square feet.

**7.06 Building Location.**

(a) Each dwelling house erected on each Lot, or any part thereof, shall face or front the principal frontage of the Building Site upon which it is located as such principal frontage is indicated on the Plat, except by written consent of the ARC;

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

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

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

**7.07 Single Family Residential Use Only.** All numbered Lots which are made subject hereto shall be used for single family residential purposes exclusively, except for the provisions relating to Guest Suites as hereinafter set out.

**7.08 Main Dwelling; Detached Garage; and Accessory Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single-family dwelling, not to exceed 2 stories in height above ground, and a reasonable number of accessory buildings which may include a detached private garage for not more than three (3) cars and/or servants' quarters, provided the use of such accessory building does not include any activity normally conducted as a business, and one small structure as approved by the ARC. Such accessory buildings may not be begun prior to the construction of the main dwelling.

**7.09 Construction Commencement and Completion.** The construction of the main dwelling or of any other building or structure on a Lot, once commenced by the Owner, will proceed with reasonable diligence and dispatch and will be continuous from the time of commencement until fully completed.

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

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

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

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

**7.14 Fences.** All fences must be approved as to style, color and location by the ARC. No chain link fencing will be approved which faces or fronts along any street. Chain link fences in dark colors may, in the discretion of the ARC, be permitted on the non-street sides and/or the back of each Lot or limited portions thereof. No solid or privacy fence shall be permitted to be erected at the property lines of each Lot. No fence or boundary wall located upon a Building Site shall have a height greater than four feet (4') above the finished grade surface of the ground upon which it is located.

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

**7.16 Signs.** No sign of any kind shall be erected by an Owner, Builder or Occupant within the Property or the Community without the prior written consent of the Declarant or the ARC, except signage specified in a building code promulgated by Declarant or by the ARC for construction. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. A "For Sale" sign will be permitted to be erected on a Lot, subject to the approval of the ARC. During construction, a Qualifying Builder or Owner will place a sign on the Lot identifying the Lot number for the purpose facilitating construction deliveries to that Lot, but such sign is subject to approval by the ARC.

**7.17 Vehicles; Parking; Garages.** The term "vehicles," as used herein, shall include, without limitation, automobiles, standard pickup trucks (which include extended cab pickup trucks), all trucks other than standard pickup trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, all terrain and recreational vehicles, campers, buses, vans, any type farm equipment and any other type of motorized means of transportation. The phrase "Recreational Vehicles" includes all vehicles other than automobiles or standard pickup trucks.

All parking on or in front of any Lot, or on any other portion of the Property, shall be subject to such rules and regulations as the Board may adopt from time to time, including defining and/or re-defining any of the terms used in this Section.

In general, automobiles and standard pickup trucks are not required to be parked in enclosed garages, but, if parked outside, they must be parked only in designated parking areas within a Lot which have been approved by the ARC as part of the site plan for that Lot, which designated parking areas must also be appropriately landscaped and screened from all streets and adjoining Lots. All Recreational Vehicles must be parked at all times within enclosed garages. No Owner or Occupant will park or otherwise permit any guest or visitor to park any Recreational Vehicle on any public street within or adjoining the Property except during a brief daytime visit, but not to include overnight. No vehicle may be parked at any time on any Common Property, and no vehicle shall be used as a domicile or residence, either permanent or temporary.

All garages will have doors, and garage doors should be kept closed at all times except during times of ingress and egress from the garage and during times an Occupant is working in the garage. No car or standard pickup truck may be left upon any portion of the Property except in a garage for a period longer than five (5) days if it is unlicensed or it is in a condition such that it is incapable of being operated upon the public highways. After such five day period, such vehicle shall be considered a nuisance and may be removed from a Lot by the Association. Any Recreational Vehicle located on a Lot, except those kept in enclosed garages, for any period longer than 24 hours shall be considered a nuisance and may be removed from the Lot by the Board. The cost of removing any vehicle in violation of these covenants or the rules and regulations relating to parking established from time to time by the Board will be paid by the Lot Owner and will be the subject of a specific assessment against the applicable Lot.

Standard pickup trucks with mounted campers which are used as a primary means of transportation by an Owner or Occupant shall not be considered Recreational Vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

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

**7.19 Animals and Pets.** Except for dogs, cats and other usual and common household domesticated pets, no animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot. Dogs, cats or other usual and common household domesticated pets may be permitted on the Property in a reasonable number as determined by the Board in its sole discretion. No pets shall be kept, bred or maintained for any commercial purpose. No exterior pens for household pets shall be erected or maintained on any Lot without the prior written consent and approval of plans of the ARC.

**7.20 Nuisances.** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No Lot shall be used, in whole or in part, for the storage or maintaining of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, material or event be permitted or kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding Lots or properties. No noxious or offensive activity shall be carried on within a Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any Lot within the Property. No plants, animals, device or things of any sort shall be permitted or maintained on the Lots whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of a Lot by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements. Notwithstanding the foregoing, dwellings may have outside stereo speakers on the back side of the dwelling so long as the same do not cause nuisances to the neighboring property homeowners. Between the hours of 10:00 p.m. and 7:00 a.m., no activity is permitted on any Lot which may be heard on any other Lot.

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

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

**7.23 Removal of Weeds and Trash.** Either the Association or the ARC, or their respective agents, may enter upon any Lot to remove any trash which has collected on said Lot at the expense of the Owner; provided, however, that such expense may not exceed the initial sum of Five Hundred Dollars (\$500.00), which, if not promptly paid by the Owner of that Lot, will be

declared a specific assessment against the affected Lot. This provision shall not be construed as an obligation on the part of the Declarant, the Board, the Association, or the ARC, or any of these agents, to provide garbage or trash pickup service. The above referenced sum may be adjusted from time to time by the Board in its sole discretion.

**7.24 Trash Burning.** No burning of trash shall be permitted on any Lot except as may be specifically permitted in the Rules and Regulations of the Association.

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

**7.26 Garbage Cans, Woodpiles, Etc.** All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, heating and air conditioning equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and Lots. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

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

**7.28 Air Conditioning Units.** Window mounted air conditioning units are prohibited.

**7.29 Lighting.** Exterior lighting on any Lot visible from the street shall not be permitted except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Property; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved by the ARC.

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

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

**7.32 Swimming Pools.** No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARC, and in no event shall any aboveground swimming pool be permitted.

**7.33 Gardens, Play Equipment and Pools.** No vegetable garden, hammock, statuary, play equipment (including without limitation, basketball goals) or pool to be erected on any Lot

may be located other than between the rear dwelling line and the rear lot line, without the prior written consent of the ARC.

**7.34 Mailboxes.** All residences in the Community shall have standard mailboxes conforming to postal regulations and to the guidelines for such mailboxes adopted by Declarant. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made without the approval in writing of the ARC.

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

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

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

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

**7.39 Natural Buffer.** The "Natural Buffer" area is the front two hundred (200) feet of each Lot [except the front one hundred fifty (150) feet for Lot 11] as shown on the Plat. It also includes: (i) the rear fifty (50) feet of each Lot designated as "50' BSL;" (ii) the areas within Lots 1, 10 and 19 designated as "30' BSL;" and (iii) the areas within Lots 7, 8, 15 (along a portion of its east side) and 16 designated or otherwise shown as "35' BSL."

It is the intent that the Natural Buffer areas will be maintained as plantation-style natural areas, within which natural vegetation of certain varieties of trees and plants are encouraged, whereas certain types of weeds and unsightly trees and plants are prohibited and must be kept out

of the area. The Natural Buffer areas must be maintained in a special way. The establishment of guidelines, rules and standards, and the enforcement of the maintenance of these Natural Buffer areas, are functions solely within the discretion of the ARC. Each Owner and/or Occupant understands and agrees that maintenance of these Natural Buffer areas is subject to even greater discretion in favor of the ARC than otherwise may be customary.

Landscaping within the Natural Buffer areas is encouraged, but not to the extent that these areas, or any portions thereof, appear to be formally landscaped. Mowing is generally not permitted within a Natural Buffer area. Controlled burns along the front Natural Buffer areas may be permitted from time to time by the ARC in conjunction with adjoining Lot Owners.

**7.40 Subdivision of Lots.** No Lot shall be subdivided; provided, however, that this restriction shall not be construed to prohibit the adjustment or alignment of boundary lines between Lots as long as such adjustment or alignment shall not create an additional Lot or reduce the size of any Lot below 2.950 acres.

**7.41 Approval of Qualifying Builder/Contractor.** As a part of submitting plans for approval, Owner will submit to Declarant the name of Owner's proposed builder or contractor, along with such information and references about the proposed builder or contractor as Declarant may require, and Declarant will then consider such information and references in its decision of whether or not to approve Owner's requested builder/contractor, which is in the total discretion of Declarant. In the event Declarant has surrendered control of the Association pursuant to Paragraph 3.3 above, then the ARC will succeed to authority established in this paragraph in favor of Declarant.

**7.42 Construction of Improvements**

a. No construction or improvements on any Lot shall be undertaken or conducted on any Sundays or holidays as established by the ARC except for emergency situations involving the potential loss, injury or damage to persons or property, and as otherwise permitted by the ARC. Hours of work shall be kept within 6:00 A.M. to 6:00 P.M.

b. Immediately after clearing the Lot, but prior to any building material being delivered, a dumpster must be placed on the Lot. All construction debris must be placed in the dumpster before leaving the site every day. Builder is to provide proper refuse containers and is responsible for keeping them emptied.

c. After the building permit is issued but prior to commencing work, a portable toilet must be placed on the job site and in a manner and location so as to least disturb other residences and other construction.

d. No Vehicle belonging to the builder/contractor or anyone within the Property at the request, direction or instance of the builder/contractor, including but not limited to employees, subcontractors, suppliers or agents of the builder/contractor, may be left overnight on the Lot or otherwise within the Property, including on the public streets. Construction equipment

may be left on the site while needed.

e. Adjoining Lots are not to be used for access or egress to the construction site or for parking during the day.

f. Twenty-four (24) hour emergency telephone numbers for both the Owner and for the builder/contractor must be provided to Declarant and kept current during the entire construction process.

g. Any damage to curb, gutters, paving, utility poles and/or lines, drainage ditches, adjacent properties, etc must be promptly reported and repairs approved by Declarant.

h. The ARC, in its sole discretion, may require that any builder/contractor and/or subcontractor who proposes to construct any improvements within the Property post payment and/or performance bonds with the ARC to assure that such builder/contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Association and to be on a form and in such amounts satisfactory to the ARC.

i. Landscaping may be postponed to the next appropriate season for planting, but no further. In the event that any improvements or landscaping are not completed in accordance with approved plans and specifications within the provided periods, the ARC, in addition to other remedies available to it, shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of such improvements.

j. Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed, and any required occupancy permits have been obtained from local authorities. No temporary house, shack, tent, barn or other outbuilding shall be permitted on any Lot at any time unless approved by the ARC, and except for temporary structures for social functions as may be permitted by rules and regulations of the Association, nor shall any stable, poultry house or yard, dog house or other similar yard structure be constructed or allowed to remain on any Lot without the consent of the ARC. During the continuance of construction by or on behalf of an Owner, such Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractor(s) to immediately remove all equipment, tools and construction material and debris from the Lot.

#### 7.43 Trees.

a. In general, the retention of existing trees is considered a priority. Preservation of all trees over 6" diameter is encouraged. All trees over six (6) inches in diameter that are proposed to be removed must be indicated on the schematic site plan. The ARC will be sole arbiter as to whether a tree proposed for removal may be removed. Trees removed without permission shall be replaced at the Owner's expense with the same size and type tree, up to 10" diameters. For trees larger than 10", a 9-10" diameter tree shall be installed. All pecans, live

oaks, magnolia and cypress over 6" in diameter in the entire front yard, except within 10' of the front of the main dwelling, and also all such trees within side and rear yard setbacks, must be preserved.

b. Existing trees scheduled to remain shall be protected during the construction process. Trees shall be flagged and/or fenced off. No piling of construction materials or construction traffic is permitted within ten feet (10') of trees scheduled to remain. Replacement of trees destroyed by construction operations shall be at Owner's expense and at the sizes approved by the ARC in its sole discretion.

### Article VIII GENERAL PROVISIONS

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

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

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

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

recover damages or other compensation for such violation, or both to the extent permitted by applicable law.

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

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

**8.7 Acknowledgment of Covenants by new Owner.** At any closing where a Lot is being sold or otherwise conveyed to a new Owner, or at any time thereafter if not done at the time of such closing, such new Owner will acknowledge in writing that such new Owner has received a copy of this Declaration and agrees to be bound by the terms hereof.

**ARTICLE IX**  
**COMMUNITY ASSOCIATION**

**SECTION I: COMMUNITY ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

**9.1 Membership.** Every person who is the Owner of the fee interest in any Lot subject to this Declaration shall, in addition to required membership in the Association, also have a required membership in the Community Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast, nor office held (except for Declarant), for each Lot owned.

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

**9.3 Control by Declarant.** Notwithstanding any provision to the contrary in this Declaration, or the Bylaws or Articles of Incorporation of the Community Association, Declarant hereby reserves unto itself the right to appoint and remove any members of the Board of Directors ("Community Board") of the Community Association, and any officer of the Community Association, until such time as the first of the following events shall occur: (i) ten (10) years following the recording of this Declaration; or (ii) the surrender by Declarant of such authority to appoint and remove by an express amendment to this Declaration executed and

recorded by Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Community Association, such right shall pass to the members of the Community Association, including Declarant if Declarant then owns one or more Lots. Following such expiration, a special meeting of the Community Association shall be called within a reasonable time thereafter. At such special meeting, the members shall elect a new Community Board of Directors which shall undertake the responsibilities of the Community Board, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Community Association, together with any agreements or contracts executed by or on behalf of the Community Association during such period and which Declarant has in his possession.

## Section II: ASSESSMENTS

**9.4 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 members, including, without limitation, the maintenance of real and personal property of the Community Association, all as may be more specifically authorized from time to time by the Community Board of Directors.

**9.5 Creation of Lien and Personal Obligation for Assessment.** Each member, by acceptance of a deed on a Lot, whether or not it shall be expressed in such deed, covenants and agrees to pay the Community Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges, interest [at a rate set by the Community Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due] and costs of collection, including, without limitation, reasonable attorney's fees relating thereto and actually incurred, shall, from the time the sums become due and payable, be a charge on the Lot and shall be a continuing lien in favor of the Community Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment becomes due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner owns 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; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Community Association to take some action or perform some function required to be taken or performed by the Community 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.

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

**9.7 Special Assessments.** The Community Association may levy a special assessment from time to time if approved by the Community Board, provided the total amount of special assessments allocable to each Lot does not exceed Five Hundred (\$500.00) Dollars in any one fiscal year. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation in any one fiscal year shall be effective only if approved by a simple majority of the members. Special assessments shall be paid as determined by the Community Board. The Community Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

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

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

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

**9.10 Remedies of the Community Association.** Any assessments or installments thereof owed to the Community Association which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successor in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Community Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successor in title creating any indemnification of the Owner or of any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Community Association may cause a notice of delinquency to be given to any Owner who is not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Community Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed, vests in the Community 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 Article shall be in favor of the Community Association and shall be for the benefit of all Owners. The foreclosure procedure available to the Community Association shall be the same procedure as for foreclosing other liens for the improvement of real property in Georgia. The Community 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 Community Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the common property and recreational facilities, and the right to receive and

enjoy such other benefits as may then be provided by the Community Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension, and shall not affect the permanent lien on such Lot in favor of the Community Association.

**9.11 Date of Commencement of Assessments.** General assessments of the Community Association shall commence when the Community Board of Directors first determines a budget and levies general assessments. The general assessments provided for herein shall be subject to commencing as to a Lot when it has been conveyed by Declarant to an Owner other than Declarant or other than a builder or contractor ("Qualifying Builder"). As to a Qualifying Builder, general assessments will not begin until either the Lot is sold to a new Owner or the house on the Lot is first occupied. Special and Specific Assessments will commence as to an affected Lot when the Board so determines.

**9.12 Capitalization of Community Association.** Upon acquisition of record title to a Lot by the first Owner thereof, including a Qualifying Builder but not including Declarant, a capital contribution shall be made by the first Owner to the working capital of the Community Association ("Community Capital Contribution") in an initial amount equal to Fifty Dollars (\$50.00), which amount may be adjusted from time to time by the Community Board in its sole discretion, and which amount is in addition to the Capital Contribution provided for in Paragraph 4.9 above. This amount shall be in addition to, not in lieu of, the Community Association's annual general assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Community Association for use in covering operating expenses and other expenses incurred by the Community Association pursuant to the terms of this Declaration and the Bylaws. The Community Capital Contribution shall be due and payable to the Community Association at the time a Lot is acquired by the first Owner of the Lot other than Declarant.

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

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

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

**Section III: MAINTENANCE AND CONVEYANCE OF COMMUNITY COMMON PROPERTY TO COMMUNITY ASSOCIATION**

**9.15 Community Association's Responsibility for Community Common Property.**

The Community Association shall maintain and keep in good repair the Community Common Property. The maintenance shall include, without limitation, maintenance, repair and replacement of all lakes, landscaping and improvements situated on the Community Common Property. The Association shall also maintain (whether or not constituting Community Common Property, but not including any property for which the Estates at Oakland Plantation Home Owners Association, Inc., Quail Valley at Oakland Plantation Home Owners Association, Inc. or any other specific home owners association under the umbrella of the Community Association is directly responsible): (a) all private streets, roads and drives; (b) all Community street signs; (c) all Community entry features; (d) Community landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, Community Common Property or public right-of-way; (e) all storm water drainage facilities and street lights serving the Community Common Property, if and to the extent such facilities are not maintained by a public body; and (f) all tree lighting pertaining to the Community Common Property. In addition, the Community Association shall have the right, but not the obligation, to maintain other property not owned by the Community Association, whether within or without the Community, and to enter into easements and cost sharing agreements regarding such property where the Community Board has determined that such action would benefit the Owners. In the event the Community Association determines that the need for any maintenance, repair or replacement, which is otherwise the responsibility of the Community 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 Community Association may perform such maintenance, repair or replacement, and all costs thereof not paid for by that Owner's insurance shall be assessed against the Owner as a specific assessment. All maintenance by the Community Association shall be performed consistent with the Community-wide standard.

**9.16 Owner's Responsibility.** Except for maintenance performed on a Lot by the Association pursuant to Section 5.1 and by the Community Association pursuant to Section 9.15, if any, all maintenance of the Lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-wide standard and this Declaration. In the event that the Community Board 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 Community Association may, except in an emergency situation, give the Owner written notice of the maintenance deficiencies determined

by the Community Association and the Community Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense in the event Owner does not immediately remedy same. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence and continue such work to completion with reasonable dispatch. If any Owner does not comply with the provisions hereof, the Community Association may provide any such maintenance, repair or replacement, and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

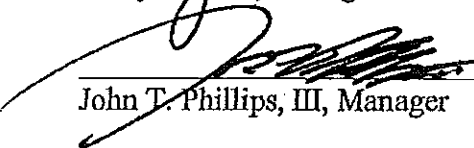
**9.17 Conveyance of Community Common Property by Declarant to Community Association.** The Declarant may transfer or convey to the Community Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Community Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Community Common Property to be used and maintained by the Community Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

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

IN WITNESS WHEREOF, the undersigned duly authorized Managers of Declarant have executed this Declaration as of the day and year first above written.

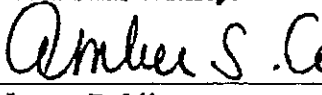
Oakland Plantation Partners, LLC

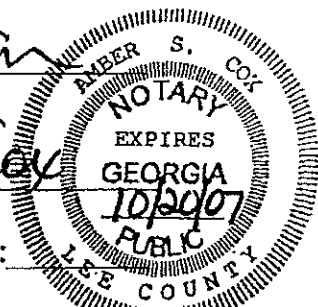
  
Barry D. Carr, Manager

  
John T. Phillips, III, Manager

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public  
My Commission Expires:



[Affix notary Seal Here]

EXHIBIT "A"

All those tracts or parcels of land consisting of portions of the property known as Oakland Plantation in the Second Land District of Lee County, Georgia, consisting of the following: all of Tract A, consisting of 441.37 acres, and Tract B, consisting of 1,371.99 acres, of the plat of survey for Three Sisters, Inc. as recorded in Plat Cabinet E, Slides E-103A, B and C; and all of Tract One, containing 1,913.029 acres, Tract Two, containing 1,261.768 acres, and Tract Three, consisting of 121.677 acres, according to the survey plat for Three Sisters, Inc. as recorded in Plat Cabinet E, Slide E-103D, in the office of the Clerk of Superior Court of Lee County, Georgia; **LESS AND EXCEPT** the following tracts: (a) that certain 79.373 acre parcel located in Land Lots 130, 131 and 159 of the Second Land District of Lee County, Georgia, as more particularly shown on that certain minor subdivision plat of Oakland Plantation Subdivision as same as recorded in Plat Cabinet E, Slides E-104A, B and C; those certain tracts conveyed to Highland Land Company, LLC by warranty deed recorded in Deed Book 883, Page 153, Dougherty County land records, containing 608.375 acres, as more particularly shown on that certain plat for Highland Land Company, LLC as recorded in Plat Cabinet E, Slide E-113B; (b) that tract of land conveyed to Jordan Grove Missionary Baptist Church by warranty deed recorded in Deed Book 884, Page 98, conveying a net of 4.973 acres as shown on that certain minor subdivision plat of Jordan Grove Subdivision as recorded in Plat Cabinet E, Slide E-112F; (c) that certain tract conveyed to Pachitla Creek Land and Timber Company, LLC by warranty deed recorded in Deed Book 895, Page 213, conveying 1,146.401 acres as more particularly shown on that certain plat of survey of the property of Pachitla Creek Land and Timber Company, LLC as recorded in Plat Cabinet E, Slide E-114E ; and (d) that certain tract conveyed to Oxford Construction Company by warranty deed recorded in Deed Book 906, Page 231, Lee County land records, consisting of 74.616 acres as more particularly shown on that certain minor subdivision plat of Armena Station, as same is recorded in Plat Cabinet E, Slide E-117A, in the office of the Clerk of Superior Court of Lee County, Georgia.

**AFTER RECORDING RETURN TO:**  
E. DUNN STAPLETON  
WATSON SPENCE LLP  
POST OFFICE BOX 2008  
ALBANY, GEORGIA 31702-2008

**CLERK PLEASE CROSS REFERENCE TO:**  
**DEED BOOK 981, PAGE 305,**  
**LEE COUNTY LAND RECORDS**

FIFTH AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
OF  
THE ESTATES AT OAKLAND PLANTATION, SECTION ONE  
(*Privacy Fences*)

GEORGIA, LEE COUNTY.

THIS FIFTH AMENDMENT TO DECLARATION, made this 10<sup>TH</sup> day of November, 2011, by **OAKLAND PLANTATION PARTNERS, LLC**, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the developer of Lots 1 through 19, inclusive, of The Estates at Oakland, Section One ("The Estates"), as more particularly shown and described on the plat of survey thereof recorded in Plat Cabinet E, Slide E-114D, in the office of the Clerk of Superior Court of Lee County, Georgia; and

WHEREAS, Declarant subjected all of The Estates lots to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Estates at Oakland Plantation, Section One, recorded in Deed Book 981, Page 305, in the office of the Clerk of Superior Court of Lee County, Georgia (the "Declaration"); and

WHEREAS, by Amendment to the Declaration recorded in Deed Book 1355, page 34, Lee County land records, Declarant added Lot 20 of the Addition to The Estates at Oakland, Section One, to the subdivision and subjected said Lot 20 to the Declaration and its protective covenants, conditions, restrictions and easements; and

WHEREAS, by Second Amendment to the Declaration recorded in Deed Book 1383, page 145, Lee County land records, Declarant adjusted Lot 1 into Lot 1A of the Estates at Oakland, Section One, and re-subjected said Lot 1A to the Declaration and its protective covenants, conditions, restrictions and easements; and

WHEREAS, by third Amendment to the Declaration recorded in Deed Book 1431, page 188, Lee County land records, Declarant added Lot 21 of An Addition to The Estates at Oakland,

Section One, to the subdivision and subjected said Lot 21 to the Declaration and its protective covenants, conditions, restrictions and easements; and

WHEREAS, by Fourth Amendment to the Declaration recorded in Deed Book 1453, page 119, Lee County land records, Declarant added Lots 22 and 23 of An Addition to The Estates at Oakland, Section One, as shown by plat thereof recorded in Plat Cabinet F, Slide F36C, in the office of the Clerk of Superior Court of Lee County, Georgia, to the subdivision and subjected said Lots 22 and 23 to the Declaration and its protective covenants, conditions, restrictions and easements; and

WHEREAS, pursuant to the provisions of Section 8.1 of the Declaration wherein Declarant reserved the right to amend the covenants and restrictions, Declarant now wishes to amend the Declaration to provide for the approval of privacy fences under certain limited circumstances;

NOW, THEREFORE, Declarant hereby amends the Declaration by deleting Section 7.14 and substituting in it place the following revised Section 7.14:

**7.14 Fences.** All fences must be approved as to style, color, location, height, type of material and landscaping by the ARC. No chain link fencing will be approved which faces or fronts along any street. Chain link fences in dark colors may, in the discretion of the ARC, be permitted on the non-street sides and/or the back of each Lot or limited portions thereof. No solid or privacy fence shall be permitted to be erected at the property lines of each Lot. No fence or boundary wall located upon a Building Site shall have a height greater than four feet (4') above the finished grade surface of the ground upon which it is located. A solid or privacy fence up to six feet (6') in height may be permitted around a swimming pool upon the written approval of the ARC after review of the plans and specifications for the proposed fence, including without limitation the proposed style, color, location, height, type of material and landscaping.

IN WITNESS WHEREOF, Declarant has caused this Fifth Amendment to Declaration to be signed by its duly authorized Managers on the day and year first above written.

**DECLARANT:**

**OAKLAND PLANTATION PARTNERS, LLC**

By: [Signature] (SEAL)  
Barry D. Carr, Manager

By: [Signature] (SEAL)  
John T. Phillips, III, Manager

Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires  
(Affix Notary Seal Here)

