

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE JONES CREEK DEVELOPMENT

Jones Creek Venture, a partnership formed under the laws of the State of Georgia, hereinafter called Declarant, is the owner in fee simple of certain real property located in Columbia County, State of Georgia described in Article II of this Declaration and desires to create thereon a planned unit development community known as Jones Creek with other common properties for the benefit of said community; and For the purpose of enhancing and protecting the value, attractiveness and desirability of said community, Declarant hereby declares that all the real property described in Article II, together with such additions as may hereinafter be made, as provided in Article II shall be held, sold, and conveyed only subject to the following: covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns and shall insure to the benefit of each owner thereof.

ARTICLE I

Section 1. Definitions: The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to the Jones Creek Owners' Association, Inc., a Georgia non-profit corporation.
- (b) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, subject to the fee schedules and operating rules adopted by the Association.
- (d) "Unit" shall mean and refer to any portion of a structure situated upon the property designed and intended for use and occupancy as a residence, by a single family or business.
- (e) "Lot" shall mean and refer to any improved or unimproved parcel of land intended for the construction of a detached single family dwelling shown upon any recorded final subdivision map of any part of the Properties with the exception of Common Properties as heretofore defined.
- (f) "Type 'A' Unit" shall mean and refer to any portion of any building subject to individual ownership separate from remaining portions of such building, used as a single family residence where such ownership extends vertically from the ground floor through the top floor of such

building. "Type 'A' Unit" shall include, but shall not be limited to "Garden Type" Condominium Units, Townhouses for a single family residence.

(g) "Type '13' Unit" shall mean and refer to any portion of any building subject to individual ownership separate from remaining portions of such buildings used as a single family residence where such ownership does not extend vertically from the ground floor through the top floor of such building. "Type 'B' Unit" shall include, but shall not be limited to single family residential units within a high-rise or multi-story building which constitutes or composes a part of a horizontal property regime.

(h) "Type 'C' Unit" shall mean and refer to any property other than a "Lot", "Type 'A' Unit" or "Type '13' Unit"

(i) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot, Type 'A' Unit, Type 'B' Unit or Type 'C' Unit situated upon the Properties but, shall not include those holding title merely as security for performance of an obligation nor shall the term include any lessee or tenant of an owner. 0) "Member" shall mean and refer to all those owners who hold membership in the Association.

(k) "Declarant" shall mean the Jones Creek Venture, a Georgia general partnership, and its successors and assigns. (1) "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, wellfared environment of optimum plant growth.

ARTICLE II

Section 1. Existing Property

The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these covenants, is located in Columbia County, Georgia, and is more particularly described in Exhibit A hereto attached and by reference incorporated herein. All of the real property hereinabove described shall hereinafter be referred to as "Existing Property". The Declarant intends to develop the Existing Property in accordance with its revised Master Plan dated August 29, 1985. However, the Declarant reserves the right to review and modify the Master Plan from time to time based on its continuing research and design program. Unless otherwise stated therein, the Master Plan shall not bind the Declarant, its successors and assigns to adhere to the Master Plan in the development of the land shown thereon. Subject to its right to modify the Master Plan as stated herein, the Declarant will convey the Common Properties shown on the Master Plan to the Association as provided in Article V, Section 2. It also shall be understood that the Declarant shall be free to develop such portions or sections of the lands depicted in the Master Plan, as, in the reasonable exercise of its discretion, without regard to the relative location of such portions or sections within the overall plan; that it shall not be required to follow any predetermined sequence or order of improvements and development;

and that it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the existing property.

Section 2. Additions to Existing Property

Additional lands may become subject to this declaration in the following manner:

(a) Additions. The Declarant, its successor, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of development. The additions authorized under this and the succeeding subsection, shall be made by filing of record of supplementary Declaration of Covenants and Restrictions with respect to the Additional property which shall extend the operation and effect of the Covenants and restrictions of the Declaration to such additional property. The Supplementary Declaration may contain such complementary additions any modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgement of the Declarant to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to two-thirds (2/3) of the vote at a duly called meeting, the owner of any property other than the Declarant who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and. restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with the Plan of this Declaration.

ARTICLE III MEMBERSHIP IN ASSOCIATION-VOTING RIGHTS

Section 1

Every owner of a Lot, Type 'A' Unit or Type 'B' Unit shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot, Type 'A' Unit or Type 'B' Unit.

Section 2

The Association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all those owners as defined in Section 1 of this Article III with the exception of Declarant. Class A members shall be entitled to the following votes for

each Lot, Type 'A' Unit or Type 'B' Unit in which they hold the interest required for membership by Section 1:

(a) Lot - 2

(b) Type 'A' Unit - 2

(c) Type 'B' Unit - 1

When more than one person is Owner of any interest or interests in any Lot, Type 'A' Unit or Type '13' Unit, all such persons shall be members, and the vote for such Lot, Type 'A' Unit or Type 'B' Unit shall be exercised as they among themselves determine. A Member casting a vote(s) representing a Type 'A' Unit or Type 'B' Unit owned by such Member shall not be entitled to cast an additional vote for the Lot upon which the said Type 'A' Unit or Type 'B' Unit is situated. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the co-owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to vote, the vote shall be split equally among the co-owners.

CLASS B. The Class B Membership shall be Declarant, who shall be entitled to exercise two votes for each vote held by a Class A member. One vote of the Class A membership shall be equivalent to one vote of the Class B membership. The total vote of the Association shall consist of the sum of the votes of Class A members and the votes of Class B members.

ARTICLE IV ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each Lot, Type 'A' Unit or Type 'B' Unit within the subdivision, and each owner of a Lot, Type 'A' Unit or Type '13' Unit is hereby deemed to covenant by acceptance of this deed for such Lot, Type 'A' Unit or Type '13' Unit whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien on the property against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the property at the time the assessment fell due their successors, heirs and assigns.

Section 2. Purpose of Annual Assessments

The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the members in the subdivision, and for the improvement and maintenance of the common areas.

Section 3. Assessment

(a) The Board of Directors each year shall set the annual rate, to become effective the first day of the next fiscal year.

(b) Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement or a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a two-thirds (2 / 3) of the vote of members.

(c) Notice and quorum for action under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 20 or more than 60 days in advance of such meeting.

(d) Rate of assessment. The rate paid by all Units and Lots which shall be uniformed among themselves. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before April 15 of each year, cause to be recorded in the office of the county clerk of Columbia County, a list of delinquent assessments as of that date.

(e) Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of sixteen percent (16%) per annum. Matured unpaid interest when due shall be added to the unpaid principal balance of the indebtedness and the increased principal balance of the indebtedness shall bear interest pursuant to the terms herein. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property, to collect said delinquent assessment, interest accrued and actual attorney's fees and costs not to exceed 15% of the outstanding balance. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of its property.

(f) Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a security deed foreclosure, or under a power of sale or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer out of foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4. Exempt Property

The following property, individuals, partnerships, corporations or other entities subject to this declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The Declarant in conveyances made for the purpose of granting utility easement;
- (b) All common properties as defined in Article I Section 1, hereof;
- (c) All properties exempt from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemption;
- (d) Lots, Type 'A' Units or Type 'B' Units owned by the Declarant;
- (e) Properties owned by the Declarant or its successors or assigns used for recreational facilities. (This shall specifically include but not be limited to all property of Jones Creek Golf Course.) Only land within the existing property which has been subdivided as Lots, Type 'A' Unit or Type 'B' Unit and the plats thereof filed for public record in Columbia County, Superior Clerk's Office, shall constitute a Lot, Type 'A' Unit or Type 'B' Unit for purposes of these assessments. Projected locations; if any; for future planned Lots, Type 'A' Units or Type 'B' Units shown on the master plan will not be subject to assessment;

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment

Subject to the provisions of these covenants and the rules and regulations of the Association, every owner and every tenant of an owner shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot, Type 'A' Unit and Type 'B' Unit.

Section 2. Tenant's Easements of Enjoyment

The privileges granted above to use and enjoy a Common Property (but not the right and easement to use the roads in the Development) may be denied to or withdrawn from such tenants by sixty percent (60%) vote at a meeting of the Association called for the purpose of voting on such denial or withdrawal.

Section 3. Title to Common Properties

The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole opinion of the Declarant, the Association is able to maintain the same.

Section 4. Extent of Member's Easements

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Declarant and of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;
- (c) The right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any member or any tenant of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment or any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment;
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein;
- (e) The right of the Declarant to dedicate or transfer to any public or private utility, utility easements on any part of the Common Properties; and,
- (f) The right of the Association to give or sell all or any part of the Common Properties including leasehold interest to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by the vote of sixty percent (60%) of the vote at a duly called meeting and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such Certificate shall be conclusive evidence of authorization by the membership.

ARTICLE VI EASEMENTS

1. The Declarant reserves a perpetual easement in, on, over and under all streets, lanes, drainage and utility easements as shown on the sub-division plats on the individual sections to be developed by it and in, on, over and under a strip of land five (5) feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephone, electric power and other purposes, to lay, install and maintain

facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide and maintain any such activity or service.

2. The Declarant further reserves a perpetual exclusive easement over golf cart-paths and an area of six (6) feet on either side of their center line.

3. The Declarant shall further retain a right to go onto said common property for the purpose of maintaining and repairing said golf cart paths.

ARTICLE VII ARCHITECTURAL CONTROL

1. No building, summer house, cabana, driveway, fence, wall., mailbox, tree house, doll house, play house, cat house, dog house, kennel, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the Architectural Control Committee, its successors and designated assigns, and a copy of plans and building specifications thereof, as finally approved, lodged permanently with the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned, on the outlook from the adjacent, neighboring property or golf course. All fences, walls, barbecue pits, detached garages and guest houses shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence. Such building plans and specifications shall consist of not less than the following: Foundation plan, section details, floor plan of all floors, elevation drawings of all exterior walls, roof plan, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of five (5) inches, or more, one (1) foot above ground, and shall indicate driveway, service court on lot or area, parking and all additional such facilities. No residence, garage, or guest house may be constructed on any Lot, Type 'A' Unit, Type 'B' Unit or Type 'C' Unit without the full and active supervision of an architect or building contractor. A landscape development plan shall be submitted, and approved by the Architectural Control Committee before any landscaping is actually executed. The landscaping must be completed within 60 days of the completion of the improvement on Lot, Type 'A' Unit, Type 'B' Unit or Type 'C' Unit. The Declarant and its duly appointed agents or assigns shall be the Architectural Control Committee.

2. Since the establishment of standard inflexible building set-back lines for location of buildings tends to force construction of structures both directly behind and directly to the side of other structures with detrimental effects on privacy, view of the golf course, preservation of important trees and so forth, no specific set-back lines are established by these covenants. In order to insure, however, that the location of structures will be staggered where practical and appropriate, so that the maximum amount of view and attractiveness will be available to each structure; that the structures will be located with regard to the topography of each individual lot, taking into consideration the location of large trees, lot elevations and similar considerations, Declarant reserves unto the Architectural Control Committee, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all properties. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the owner to recommend a specific site.

3. Declarant shall have the right but not the obligation to assign its rights hereunder to another person, corporation, partnership or to the Association.

4. Neither Declarant, its successors and assigns nor a member of this Architectural Control Committee shall be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matters of any reviews, acceptances, inspections, permissions, consents or

required approvals which must be obtained from Declarant or the Architectural Control Committee whether given, granted or withheld.

ARTICLE VIII GENERAL RESTRICTIONS

1. No noxious or offensive activity shall be carried on upon any property nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to other owners. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property by the property owners thereof.
2. No trash, rubbish, garbage, debris or other materials shall be deposited or buried on any property or area or on the right-of- way of any street, except building materials used during the course of construction on the site may be temporarily stored.
3. No airing of bedding or external drying of clothes or wash is permitted.
4. No window type heating and/or air-conditioning or window exhaust fan will be permitted to remain attached to any structure except as approved in writing by the Architectural Control Committee.
5. No oil drillings, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or under any property; nor shall oil wells, tanks, tunnel, mineral evacuations or shafts be permitted upon any property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted or maintained upon any property.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and owner complies with all laws of Columbia County regulating the same to include but not limited to leash laws.
7. No parking of trucks, trailers, boats and mobile homes shall be permitted on the streets, or other portions of the Property except during construction, and, thereafter, except for the delivery and pickup or remodeling and repair of building on the Property. Campers, motorcycles, motorbikes, motor homes, travel trailers, panel or pickup trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on property if parked in a closed garage at all times. Special exception to this restriction may be granted Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, motorcycles, motorbikes, motor homes, travel trailers, panel or pickup trucks, boats and boat trailers are parked in the rear yard so that they are not visible from the street, or golf course.
8. The pursuit of hobbies or other activities, including without limiting the generality thereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disorderd, unsightly or unkept conditions, shall not be pursued or undertaken on any property.
9. No owner, whether or not his property is bounded by the waters of a lake, pond, stream or creek, shall by virtue of his ownership of any property, acquire any right, title or interest in or to the lakes, ponds, streams or creeks within the property or the beds, waters or surfaces thereof. No docks, floats, boathouses, dams or other structures shall be built in such lakes, ponds, streams or creeks.
10. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond without first obtaining written consent of the Architectural Control Committee.

11. No living tree having a diameter greater than five (5) inches at a point one (1) foot from the ground may be cut on any of the property in any section developed without written consent of the Architectural Control Committee except such trees as shall be growing in the area upon which the residence is to be erected and within twenty (20) feet of that area.
12. No well may be drilled on any property without the written consent of the Architectural Control Committee.
13. The owner of property comprising a building site shall provide an off-street parking area on said property for his or its vehicles and at least two (2) additional vehicles in the case of single unit dwellings and such areas as may be designated by the Architectural Control Committee in the event of multi-unit buildings.
14. If permanent corner reference monuments have not been erected or are not in place, the owner of each property shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any property and shall further have an affirmative duty to maintain said monuments in place.
15. A hidden service court hidden from view from the golf course fairways, lakes, and any adjacent street and from adjoining owners, must be included in the architectural or landscape plans and constructed so as to provide space for garbage and trash cans, wood piles and other similar usage.
16. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on any lot which shall tend to substantially decrease the beauty of the development as a whole or in the specified area.
17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time either temporarily or permanently.
18. No metal-clad siding, asbestos, asphalt or roll siding will be permitted as part of the building materials in either the main dwelling or accessory building.
19. No television antenna, satellite receiver dish, radio receiver or sender or similar device shall be located on any of the property without the expressed written permission of the Architectural Control Committee.
20. Prior to the occupancy of a resident on any lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of Columbia County, or if no such main has been constructed in the vicinity of such site, disposal shall be by means of septic tank or tanks constructed on such lot for the disposal of all sewage and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into any creek, lake, or lagoon. No sewage disposal systems shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirement, standards and recommendations of the appropriate health authority. Approval for such systems shall be obtained from such authority after the completion of said system and prior to the use of said system. Provided, however, that all such septic tanks and sewage disposal systems shall be connected with the sewer lines provided by Columbia County at such time as said sewer mains are laid within a reasonable proximity to said lot and the connection thereto would not work an unreasonable hardship on the individual lot owner.

21. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building or within the screened area required by Paragraph 15 of this item, or buried underground.

22. No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain on any site or area if the location of such obstructs the vision of the motorists on any adjacent street or land and thus creates a traffic hazard.

23. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. And the erection and occupancy of a garage apartment or guest house on any lot or area prior to construction of the main building is prohibited.

24. Each owner shall provide a screen area to serve as a service yard and an area where garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road, adjacent properties or golf course. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to construction.

25. No commercial signs, including "For Rent", "For Sale" and other similar signs shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings, it being understood that Declarant will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owners. If such permission is granted, Declarant reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than four (4) square feet may not be erected without the written permission of Declarant.

ARTICLE IX SPECIAL RESTRICTIONS ON SINGLE FAMILY RESIDENTIAL LOTS

1. Single family areas as used herein are defined as all those Lots intended for the construction of detached dwelling units under R-I as defined and controlled by the applicable zoning for Jones Creek granted by Columbia County planning commission.

2. All Lots in said residential areas shall be used for residential purposes exclusively.

3. No structure except hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling and one small one story accessory building which may include a detached private garage and/or servants quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

4. A guest suite or like facility, may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as a part of the entire premises, including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site.

5. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result

in great hardship to the owner or builder due to strikes, fire, national emergency or natural calamities. Housing and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of the construction, the owner of the lots shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

6. No lot shall be sold except as a home site or sub-divided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be sub-divided when the portion so created is added to the adjoining lots.

ARTICLE X SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY PROPERTIES

1. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course property located on properties.

2. That portion of any Golf Fairway Property within thirty (30) feet of the property or back line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Architectural Control Committee, before implementation.

3. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course located in properties. This reserved easement shall permit the Declarant at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Declarant a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Declarant reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle and shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property at the expense of the Declarant.

5. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a property when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the property under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Notwithstanding the provisions of paragraph 3 of this Section VIII, the Declarant hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Golf Course Maintenance Easement Area" in those cases where it, in its uncontrolled discretion, subject to the Zoning

Ordinances of the County of Columbia, State of Georgia, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

7. In the event that a tournament is played on the golf course, authorized spectators shall have a right to walk upon and stand within the golf course maintenance area, without such entering and standing being deemed a trespass, however, the spectators must follow all rules established by the Declarant and/or owner of the golf course

8. All buildings on Lot, Type 'A' Unit, Type 'B' Unit or Type 'C' Unit abutting the golf course shall be so designed and oriented on their sites as to present an attractive appearance from the golf course and from the street side.

ARTICLE XI NO RIGHTS IN JONES CREEK COUNTRY CLUB

Ownership or lease of a "Lot", "Type 'A' Unit", "Type 'B' Unit", "Type 'C' Unit" in the development shall not give or act as a grant of any right to or privilege of membership in the Jones Creek golf facility or any easement, right of way, lease hold interest in or license to enter upon its property for any purpose.

ARTICLE XII FIRST REFUSAL

1. Should any Owner receive a bona fide offer in writing to purchase or lease for a period, in excess of one (1) year any portion of said Properties (herein referred to as property), including monthly rentals for an indefinite period, and be desirous of accepting said offer, he shall first submit the offer, including the amount and the terms thereof and the name and address of the offeror to Declarant in writing, which shall be given not less than thirty (30) days to agree to purchase or lease the property itself on said terms. Should Declarant choose not to exercise said right of first refusal, the owner of the property shall be free to sell or lease the property to the said offeror and to no other, at the price offered, and on the same terms or at a higher price. This restriction shall apply to all transfers of property and rentals to any family, group, association or corporation in excess of one (1) year, including renewals within the period of these restrictions and any subsequent purchaser beyond the immediate grantee of Declarant by his acceptance of the deed thereto bind himself to this covenant. Declarant shall not be deemed to have waived its rights hereunder as to subsequent sales of any lot or parcel by virtue of its failure to exercise its rights of first refusal on any previous sale of said property. This First Refusal shall not, however, have any force or effect upon rights, powers or privileges including the power of sale contained in any security deed which any lot owner executes to any bona fide lender conveying the property to secure a bona fide loan. If in the exercise of such power of sale, the property secured thereby should be sold at public outcry, any purchaser at such sale would receive title to said property free and clear of any optional refusal rights set out in this paragraph. Said first refusal right shall, however, be binding upon the grantee of the highest bidder or purchaser at public sale.

ARTICLE XIII PURCHASE OPTION

Declarant shall have the option but not the duty to purchase Properties from any Owner in consideration of 95% of the sales price from Declarant to the first Owner taking title from Declarant in the event Owner does not begin construction of improvements approved by the Architectural Control Committee pursuant to Paragraph VII herein one (1) year from the date of sale between Declarant and the first Owner taking title from it (herein after date of first sale). This option shall expire unless exercised by Declarant by written notice to Owner within two (2) years of the date of sale. Declarant shall not be deemed to have waived its right hereunder as to subsequent sales of any lot or parcel by virtue of its failure to exercise its right against any previous owner. This option shall not, however, have any force or effect upon the rights,

powers or privileges including the power of sale contained in any Security Deed which any owner executes to any bona fide Lender conveying the property.

ARTICLE XIV GENERAL PROVISIONS

1. Duration.

All restrictive covenants set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under this, specifically including, but not limited to, the successors and assigns, if any, of the Declarant for a period of twenty-five (25) years from the date that this declaration shall be filed for record in the public records of Columbia County, Georgia; after which time such covenants shall be extended automatically for successive periods of 10 years unless an instrument changing these covenants in whole or in part shall be signed by the Declarant, its successors or designated assigns, and the owners of a majority of the lots in said development. Said instrument shall be filed for record in the public records of Columbia County within ninety (90) days from the expiration of the preceding period. Failure to file within said period shall result in the automatic extension of said covenants as heretofore provided.

This limitation shall in no way affect those affirmative obligations set forth in this declaration which shall run with the land and shall be binding on all parties and persons claiming under this specifically including, but not limited to, the Declarant, its successors and assigns, if any.

2. Violation and Enforcement.

In the event of a violation or breach of any of the restrictions contained herein or default in affirmative obligations set forth in this declaration any owner, agent of such owner, the owner of properties, of any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation of a breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or equity to compel compliance to the terms hereof or to prevent the violation of breach in any event. In addition to the foregoing, the Declarant and/or Association shall have the right whenever there shall have been built on any property any structure which is in violation of these restrictions to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or bar to such right to enforce.

3. Amendment.

The Declarant reserves the sole right on behalf of it and subsequent lot owners to amend or add to the conditions, restrictions, limitation, land uses, reservations and affirmation obligations set forth in these declarations provided that the amendments to such restrictions, conditions and limitations shall be in conformity with the general purpose of the restrictions, conditions, limitation, land uses and reservations herein contained. All amendments shall be retroactive to the date of this declaration and shall be binding upon all properties and persons taking under these declarations.

4. Assignment By Declarant.

The Declarant reserves the right but not the obligation to assign in whole or in part to the Association, its rights under these covenants to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Declarant including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules. Following the assignment of such rights, the Association shall assume all of the Declarants obligations which are incident thereto (if any) and the Declarant shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Declarant to the Association should be made by written instrument which will be recorded in the Office of the Clerk of the Superior Court, Columbia County, Georgia.

5. Severability.

Should any covenant or restriction or affirmative duty herein contained or any article, section, subsection, sentence, clause, phrase or term of this declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by adjudication of any court, or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

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, and notice thereby given, when mailed, postpaid, to the last known address of the owner as it appears in the Office of the Treasurer for Columbia County, Georgia at the time of such mailing. Notice to one of two or more co-owners shall constitute notice to all co-owners.

7. Entire Agreement.

This Agreement states the entire agreement, and is intended to be the complete and exclusive statement of agreement. This Agreement may not be changed orally, and may not be modified or rescinded except in writing as provided for herein.

8. Governing Law.

This agreement, the rights and obligations of the parties hereunder, and all performance hereunder, shall be governed by and construed in the Court with the laws in the State of Georgia.

Dated this 18th day of September, 1985
JONES CREEK VENTURE