

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
TURTLE COVE SUBDIVISION AND ADDITIONS THERETO
JASPER COUNTY, STATE OF GEORGIA

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PREAMBLE

This Declaration has been made on the _____ day of _____, 1971, by N. E. ISAACSON OF GEORGIA, INC., a Georgia Corporation (the "Developer"). The Developer is the owner of the real property described in Section 2.01 hereof. The Developer desires to create on said real property and on such additions as may hereafter be made thereto (as provided in Section 2.02 hereof) a development known as Turtle Cove, in accordance with a general plan or scheme integrating clusters of residential lots, residential condominium property, and recreational improvements, and including areas designed for camping and permanent green areas and other open spaces.

The Developer desires to provide for the protection of the values, amenities, and qualities in the development and for the maintenance, improvement, regulation and preservation of the Common Properties (grounds and facilities) and, to this end, to subject the Properties in the Development to the covenants, restrictions, easements, charges and liens set forth in this Declaration, each and every one of which pertains to said Properties and is for the benefit of each future Owner thereof and the Developer.

The Developer has caused to be incorporated under the laws of the State of Georgia, as a nonprofit membership corporation, the TURTLE COVE PROPERTY OWNERS ASSOCIATION, INC., and has delegated and assigned to it the powers of maintaining, improving, regulating and preserving the Common Properties, administering and enforcing the covenants, restrictions, easements and liens, and collecting and disbursing the assessments and charges hereinafter created.

The Developer declares that the real property in the development, including such additions as may hereafter be made thereto (as provided in Section 2.02), is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration. Every Grantee of any interest in any Lot now or hereafter subject to this Declaration or a Supplementary Declaration hereto shall, by acceptance of a deed or other conveyance of such interest, take such interest subject to this Declaration and such Supplementary Declaration and to all the covenants, restrictions, easements, charges and liens set forth herein and therein and shall be deemed to have assented thereto and in full whether or not so expressed in any such deed or other conveyance, and whether or not such grantee has signed any such deed or other conveyance or otherwise consented in writing.

1. DEFINITIONS

The following words or phrases, when used in this Declaration or any Supplementary Declaration of Covenants and Restrictions (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the TURTLE COVE PROPERTY OWNERS ASSOCIATION, INC.
- (b) "Board" shall mean and refer to the Board of Directors of the Association.
- (c) "Committee" shall mean and refer to the Architectural and Environmental Control Committee of the Association provided in Section 6 hereof.
- (d) "Common Properties" shall mean and refer to those lands shown upon any recorded plat of the Properties that are not lots or Condominium Property and are intended to be devoted to the common use and enjoyment of the Owners.
- (e) "Developer" shall mean and refer to N. E. ISAACSON OF GEORGIA, INC., a wholly-owned operating subsidiary of N. E. Isaacson and Associates, Inc.
- (f) "Living Unit" shall mean and refer to any portion of a residential building situated in an area of the Properties set aside for condominium property (as described in Section 5 hereof) and designed and intended for use and occupancy as a residence by a single family.
- (g) "Lot" shall mean and refer to any numbered lot shown upon any recorded final plat of the Properties.
- (h) "Member" shall mean and refer to any member of the Association; every Owner shall be a Member.

- (i) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee or undivided fee interest, or to a person or entity which has an interest as a contract purchaser, in any Lot or Living Unit situated upon the Properties, but shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation.
- (j) "Properties" shall mean and refer to all such Existing Property (as provided in Subsection 2.01 hereof) and additions thereto from Additional Property (as provided in Subsection 2.02 hereof) as are subject to this Declaration or any Supplementary Declaration of Covenants and Restrictions.

2. REAL PROPERTY SUBJECT TO THIS DECLARATION

2.01 Existing Property

The real property (the Existing Property) which is and shall be held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration is located in Jasper County, State of Georgia, and is more particularly described as follows:

ALL that tract or parcel of land lying and being in Land Lots 145, 146, 159 and 160 of the 18th District of Jasper County, Georgia, containing approximately 296.54 acres, being the northerly portion of Tract 3 of the property conveyed from Georgia Kraft Company to Property Management Services, Inc., by Warranty Deed dated February 19, 1971, and recorded at Book B-16, pages 197-201, of the deed records of Jasper County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the westerly line of property now or formerly owned by the Hardy Estate in said Land Lots 145 and 146 and the northerly right-of-way line of Georgia Highway No. 221; thence north 62 degrees 04 minutes 40 seconds west along said Hardy property line 4.35 feet to a point; thence north 62 degrees 04 minutes 40 seconds west along said Hardy line 352.12 feet to an iron pin found; thence north 75 degrees 21 minutes 58 seconds west along said Hardy line pin found; thence north 75 degrees 21 minutes 58 seconds west along said Hardy line 725.29 feet to an iron pin found; thence north 69 degrees 34 minutes 09 seconds west along said Hardy line 540.81 feet to a point; thence south 75 degrees 09 minutes 28 seconds west along said Hardy line 34.98 feet to an iron pin found; thence north 76 degrees 20 minutes 32 seconds west along said Hardy line 480.45 feet to a point; thence north 34 degrees 56 minutes 44 seconds west along said Hardy line 1465.24 feet to a point on a line 40.0 feet southeasterly from the 525.0 foot mean sea level contour line and also on the boundary line of the Georgia Power Company Lake Jackson property; thence running in a general northwesterly and southwesterly direction along said Georgia Power Company Lake Jackson property line and the meanderings thereof 5050.0 feet more or less to a point; thence south 49 degrees 20 minutes 57 seconds east 203.65 feet to a point; thence south 29 degrees 29 minutes 45 seconds east 612.58 feet to a point; thence south 54 degrees 15 minutes 49 seconds east 282.81 feet to a point; thence south thence south 14 minutes 12 seconds east 679.14 feet to a point; thence north 35 degrees 50 minutes 02 seconds east 92.0 feet to a point, said point being on the westerly right-of-way line of the proposed WHIP-POOR-WILL ROAD: thence south 54 degrees 09 minutes 31 seconds east along said right-of-way line 227.89 feet to a point; thence southeasterly along a curve in said right-of-way line an arc distance of 328.49 feet (the chord being south 36 degrees 49 minutes 35 seconds east 323.50 feet) to a point; thence south 19 degrees 29 minutes 38 seconds east along said right-of-way line an arc distance of 525.32 feet (the chord being south 44 degrees 27 minutes 10 seconds east 508.86 feet) to a point; thence south 69 degrees 24 minutes 42 seconds east along said right-of-way line 309.18 feet to a point; thence southeasterly along a curve in said right-of-way line an arc distance of 981.53 feet (the chord being south 41 degrees 37 minutes 09 seconds east 943.49 feet) to a point; thence south 13 degrees 49 minutes 36 seconds east along said right-of-way line 16.50 feet to a point; thence southeasterly along a curve in said right-of-way line an arc distance of 515.93 feet (the chord being south 18 degrees 55 minutes 57 seconds east 515.25 feet) to a point; thence south 24 degrees 02 minutes 18 seconds east along said right-of-way line 251.03 feet to a point; thence southeasterly along a curve in said right-of-way line an arc distance of 171.42 feet (the chord being south 56 degrees 55 minutes 05 seconds east 162.17 feet) to a point; thence south 89 degrees 47 minutes 52 seconds east along said right-of-way line a distance of 22.74 feet to a point; thence southeasterly along a curve in said right-of-way

line an arc distance of 196.52 feet (the chord being south 67 degrees 50 minutes 47 seconds east 191.75 feet) to a point; thence south 45 degrees 53 minutes 42 seconds east along said right-of-way line 7.98 feet to the intersection of the westerly right-of-way line of the proposed WHIP-POOR-WILL ROAD and the northerly right-of-way line of Georgia Highway No. 221; thence north 45 degrees 08 minutes 25 seconds east along said Georgia Highway No. 221 right-of-way line 1624.28 feet to a right-of-way monument; thence north 45 degrees 08 minutes 24 seconds east along said right-of-way line 689.36 feet to a point; thence northeasterly along a curve in said right-of-way line an arc distance of 389.41 feet (the chord being north 41 degrees 08 minutes 34 seconds east 389.09 feet) to a point; thence north 37 degrees 08 minutes 44 seconds east along said right-of-way line 282.30 feet to the point of beginning; containing 297.04 acres according to survey by Thomas M. Lowe, Jr. and Associates dated June 24, 1971.

LESS AND EXCEPT from the above described property that tract of land known as the Leverette Cemetery in Land Lot 146 and being more fully described as follows:

TO REACH THE POINT OF BEGINNING start at the intersection of the westerly line of the property now or formerly owned by the Hardy Estate in Land Lots 145 and 146 of said county and District and the northerly right-of-way line of Georgia Highway No. 221; thence south 37 degrees 08 minutes 44 seconds west along said right-of-way line 282.30 feet to a point; thence southwesterly along a curve in said right-of-way line an arc distance of 389.41 feet (the chord being south 41 degrees 08 minutes 34 seconds west 389.09 feet) to a point; thence south 45 degrees 08 minutes 24 seconds west along said right-of-way line 689.36 feet to a point; thence south 89 degrees 32 minutes 50 seconds west 636.72 feet to the POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, thence south 12 degrees 18 minutes 57 seconds west a distance of 146.63 feet to a point; thence North 76 degrees 46 minutes 36 seconds west 147.17 feet to a point; thence north 12 degrees 33 minutes 24 seconds east 147.12 feet to a point; thence south 76 degrees 34 minutes 45 seconds east 146.56 feet to the point of beginning; containing 0.50 acres and shown on said survey by Thomas M. Lowe, Jr. and Associates as Leverette Cemetery.

2.02 Additional Property

Additional Property may become subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration. The Developer, its heirs, successors, and assigns shall have the right to bring Additional Property in future stages of development within the general plan or scheme of this Declaration. Additions, if any, shall comply with the standards set forth in this document. The additions shall be subject to assessment for their just share of the Association expenses. The Developer, its successors and assigns, are not obligated to bring any Additional Property within the general plan or scheme of development. Any additions authorized under this Section shall be made by recording a "Supplementary Declaration of Covenants and Restrictions" with respect to such additions, which shall extend the general plan or scheme of the covenants and restrictions of this Declaration to the lands added.

3. COMMON PROPERTIES

3.01 Nature and Ownership of Common Properties

(a) General Provisions - Unless expressly dedicated to the public, all Common Properties depicted on the recorded plats are, and shall remain private. The Developer covenants for itself, its heirs, successors and assigns; (i) to set aside certain lands as Common Properties as set forth in the various plats to be recorded; (ii) to improve the Common Properties; (iii) to open the Common Properties to the common use and enjoyment in conformity with Subsection 3.02 below; and (iv) to convey, by warranty deed, a fee simple title to the Common Properties to the Association subject to the covenants, restrictions and easements of record, in accordance with the standards and timetable specified in the following subsections.

(b) Grounds - (i.e., permanent green areas and other open spaces to be used for recreational purposes and for preservation of the environmental qualities of the development). The Developer shall set aside natural corridors for the preservation of open space. These natural corridors involve both shoreline and offshore areas and shall, to the extent feasible, be interconnected through offshore grounds set aside as part of the Common Properties. These natural corridors shall also, to the extent feasible, connect residential subdivision or camping areas to commonly-owned facilities and shoreline.

Conveyance of tracts reserved for Facilities shall be in accordance with the timetable for the transfer of the Facilities themselves.

(c) Facilities - (i.e., buildings or other improvements for administrative, maintenance, service or recreational purposes, with the tracts of land on which they are situated). The type, location and scheduled completion of Facilities are outlined in Table 1. The Developer shall have the right to establish and build Facilities on any addition made from the Additional Property. Unless this Declaration provides to the contrary, the Association shall have the right subsequently to establish the following additional Facilities as part of its Common Properties: marina areas; swimming beaches, beach houses and docks; game fields and trails; and equipment storage areas or sheds. Unless this Declaration provides to the contrary, the Association shall have the right to expand any originally established Facility, or reduce, reasonably modify the character of, close or remove, any originally or subsequently established Facility. Land may be withdrawn from the Grounds only for the above two purposes and within the limits established by the Architectural and Environmental Control Committee of the Association.

In the event that the Association elects, by a vote of at least two-thirds (2/3) of its membership, to close or discontinue operation and maintenance of any Facility originally established on the Existing Property (see Table 1) any such Facility shall revert to (a) first the Developer, who shall have the option to continue operation and maintenance of the Facility, or (b) secondly, should a Facility be removed, the land on which it was situated shall become part of the Grounds, in which case such areas will be afforded maintenance and protection as set forth elsewhere in this document.

3.02 Use and Enjoyment of the Common Properties

Each and every Member, his family members, and guests residing with him in his household shall have the right to use and enjoy the Common Properties, subject to the restrictions stated in this Declaration and other reasonable regulations which the Board shall have the right to prescribe. The Board and the assigns of the Association shall have the power to impose and collect reasonable fees for the use of those facilities for which a user-fee is deemed necessary. In the event that the Developer or the Board elects to make certain facilities available for public use as well as the use of Members and the families and guests of Members, any fee schedules established for such facilities will be graduated to reflect preferential treatment in favor of (1) Members and their immediate families; (2) guests of Members; and (3) the general public, in that order. The Board shall have the power to suspend a Member's right to use and enjoy the Common Properties for any period not to exceed thirty (30) days for any infraction of the restrictions stated in this Declaration or its published regulations for the use and protection of the Common Properties.

3.03 Protection and Preservation of Common Properties

For the duration of the covenants and restrictions set forth in this Declaration, the area of the Common Properties depicted in the final plats shall not be reduced by sale or development. No portion of the Grounds depicted in the final plats shall be diverted to residential development or facilities, subject to exceptions stated in this Declaration. The Grounds shall be preserved in their natural state, subject to development of planned trail systems and reasonable silvicultural measures (i.e., removal of dead or diseased trees) and soil protection measures as approved by the Board. No docks, piers, floats, slides or the like shall be built or maintained anywhere along the shoreline of any Common Property within the Development other than those established and maintained by the Developer or the Association. Boats shall not be indiscriminately beached on common shoreline but shall be kept in places designated by the Developer or the Association. The Board shall have the power to prescribe other reasonable regulations for protection and preservation of the Common Properties.

3.04 Transfer of Interest in Common Properties

The Developer and the Association shall have the right to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties or otherwise convey or encumber any of the Common Properties, it shall have satisfied such encumbrances prior to conveyance of title to said properties to the Association.

4. LOTS

4.01 Land Use

(a) Unless otherwise provided by this Declaration or designated on a final plat, all Lots in the Development shall be used for residential purposes only. Camping will be permitted on individual lots for a period of five years after the last lot in each subdivision has been purchased (and may be extended by the Board) provided, however, that no gear, equipment or supplies are erected or parked or stored on said Lot when not in daily use. An improved camping area shall be designated for use by the Owners on a first-come-first-served basis. No equipment (tents, trailers, campers and the like) shall be left in the camping area when not in daily use except in a parking or storage area designated by the Developer or the Association. After twenty (20) years from the date this Declaration is recorded or after dwelling houses have been built on 80% (eighty per cent) of the Lots (whichever comes first), the Board may convert the camping area to other common uses.

(b) The construction or placement of boat houses, boat lifts, boat cribs and the like on the shoreline or elsewhere on any Lot fronting on the lake is specifically prohibited. Before any Owner undertakes any effort whatsoever to fill, stabilize or otherwise alter the natural shoreline through the placement of any structures or the placement or removal of any materials, such Owner shall submit detailed plans therefor to the Committee and shall obtain the written approval of the Committee. Before any Owner undertakes any construction or placement of docks, piers, floats, landings, playground equipment and the like, each Owner shall submit detailed plans therefor to the Committee and shall obtain the written approval of the Committee. Docks, piers and the like shall be constructed and maintained so as to appear as compatible with the natural shoreline as possible and shall not extend more than thirty (30) feet into the water when the lake is at its normal pool elevation. The Developer or the Board may direct the exclusive use of certain dock or pier designs if these are deemed particularly well-suited to the development and lend continuity to shoreline improvements.

(c) An Owner shall not cut or in any manner remove more than twenty-five (25) percent of the trees in the areas lying between the building site of his dwelling house and the boundaries of his Lot (as compared with the condition of such areas at the time he purchased his Lot). Each Owner shall, however, promptly cut and remove all dead or diseased trees from his Lot.

4.02 Lot Size and Division

No Lot shall be divided or redivided.

4.03 Type of Buildings

(a) Construction on each Lot shall be limited to a single family residence unless otherwise designated for multi-family use on the plat. Only one outbuilding (detached garage, storage shed, or the like) may be erected and maintained on each Lot in addition to the dwelling house. Such out building shall not be erected prior to the completion of the exterior of the dwelling house; it shall conform in external appearance to the dwelling house and shall not be used for residential purposes.

(b) Any building erected on any Lot must have a full foundation. The Committee may in its discretion exempt porches, sundecks and the like from the operation of this rule upon written request of the Owner of the Lot, if the design of the dwelling house or the topography of the Lot makes such exemption desirable. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and must be approved by the Committee before installation thereof.

4.04 Dwelling Size

No dwelling house shall be erected or maintained on any Lot if such dwelling house has more than two stories or has a ground floor area of less than 760 square feet or has a minimum width of less than 24 feet. Porches, sundecks, basement, attics, attached garages, breezeways, carports, crawl-spaces and the like shall be excluded from the calculation of ground floor or living space, as the case may be.

4.05 Placement of Buildings

(a) The following setback requirements shall govern the placement of buildings on Lots: No building, porch, or projection shall be erected or maintained on any Lot closer than thirty-five (35) feet from the rear property line, nor closer than ten (10) feet from any side property line, nor closer than thirty-five (35) feet from any street line, nor closer than seventy-five (75) feet from the normal high water line

(530' MSL) of Lake Jackson, except on those properties with pre-planned building sites designated by the Developer.

(b) Whenever two or more contiguous Lots shall be owned by the same person, and such person shall desire to use two or more of them as a consolidated site for a single dwelling house, he shall apply to the Committee for permission to depart from the setback requirements along the internal Lot lines of the consolidated site. If written permission for such use shall be granted and a dwelling house constructed on the consolidated site in accordance with such permission, the Lots constituting the consolidated site shall be treated in other respects as a single Lot for the purpose of applying this Declaration.

4.06 Completion of Construction Work

All building exteriors, including exterior color, shall be completed within six (6) months from the date construction begins. All exterior materials must be approved by the Developer or the Committee. All residential buildings must have electric heat except those exempted in writing by the Developer or the Committee; such exemptions may be made to accommodate certain designs, occupation or health requirements or where substantial economies will result.

4.07 Signs, Fences, and Sundry Structures

No signs shall be displayed on any Lot other than a sign identifying the Lot and a "For Sale" sign. Identification signs shall not exceed four square feet in size and shall be constructed of natural materials and/or finished in natural colors. "For Sale" signs shall be displayed only with the permission and under the supervision of the Developer or the Committee. Every tank for storage of fuel that is installed outside any building on any Lot shall be buried below the surface of the ground or be painted and screened from view. Boundary fences on individual properties shall be prohibited.

4.08 Surface Drainage, Sanitary Facilities, Nuisances and Pets

The natural surface drainage patterns of any Lot shall not be changed by grading, damming, filling or installation of conduits, except with the written permission of the Committee. All residences shall be connected to the central water system when it becomes available. No outdoor toilet shall be erected or maintained on any Lot. No part of any Lot shall be used for dumping of garbage, trash or refuse of any kind, except that debris which may be temporarily present in connection with construction work. No animals shall be kept or maintained on any Lot other than the usual household pets which shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the development.

4.09 Protective Maintenance of Lots

Every Owner shall have the responsibility of maintaining his Lot so as to prevent surface erosion, growth of noxious weeds, fire hazards, improper operation of sewage disposal systems, and the like. In the event that an Owner shall fail to exercise the responsibilities outlined above, the Association, through its agents or employees shall have the right to enter upon said Lot and abate any of the above conditions. The cost of any such action shall be added to and become part of the Owner's annual maintenance assessment.

5. CONDOMINIUM PROPERTY

5.01 Developer's Rights

The Developer shall have the right to designate certain areas for potential condominium development consistent with standards set forth elsewhere in this Declaration, which areas shall be called "Condominium Property". In the event that any such area is not developed as Condominium Property, the Developer shall have the right to subdivide any portion thereof into Lots and add any remainder of the area to the Common Properties.

5.02 Land Use

The areas designated for Condominium Property shall be used for residential purposes only. Maintenance of temporary shelters or the parking of campers, mobile homes, buses and the like shall be prohibited on all Condominium Property unless in connection with construction work.

5.03 Number, Type, Size and Placement of Buildings

Only residential buildings containing Living Units shall be erected or maintained in Condominium Property. Such buildings shall not exceed two stories in height. Only one service or administration building may be erected or maintained in any single area of Condominium Property in addition to residential buildings containing Living Units. All buildings in any single area of Condominium Property shall conform to each other in external appearance. No part of any building shall be erected or maintained closer than fifty (50) feet from any property line abutting to Grounds, Facilities or Lots.

5.04 Completion of Construction Work

All building exteriors, including exterior color, shall be completed within twelve months from the date construction begins. All exterior material must be approved by the Developer or the Committee.

5.05 Signs, Fences, Sundry Structures, Surface Drainage, Sanitary Facilities, Nuisances and Pets

The provisions of Sections 4.07, 4.08 and 4.09 shall apply to all Condominium Property.

6. ARCHITECTURAL AND ENVIRONMENTAL CONTROL

6.01 Architectural and Environmental Control Committee

For the purpose of protecting and preserving the values, amenities and qualities of the development, architectural and environmental control shall be exercised by the Architectural and Environmental Control Committee of the Association (the "Committee").

6.02 Composition and Appointment of the Committee

The Committee shall be composed of three individuals, who need not be Members of the Association. Two members of the Committee shall be appointed by the Board, to serve at the pleasure of the Board; the third member shall be appointed by the Georgia Power Company, to serve at the pleasure of the Georgia Power Company. Two members of the Committee shall constitute a quorum for the exercise of the Committee's business, and action shall be determined by a majority of the whole Committee; provided, however, that in the case of any plans submitted for approval pursuant to Paragraph 4.01(b) above which concern improvements on land leased by the Association from Georgia Power Company, such majority shall include the member appointed by the Georgia Power Company.

6.03 Powers and Functions of the Committee

The Committee shall have the powers and functions conferred upon it by this Article and other provisions of this Declaration and any Supplementary Declaration of Covenants and Restrictions, as well as such other powers and functions as the Board may confer upon it from time to time. It shall be the policy of the Committee to encourage the use of natural or dark roofing materials, natural exterior stains, and flat painting of exposed metal surfaces so as to insure structures that are compatible with the natural landscape.

6.04 Construction or Improvement Permit

No construction or improvement involving any modification of the overall appearance of any Lot or any area to be developed or held as Condominium Property shall be commenced without a written permit issued by the Committee. At least thirty (30) days before the contemplated commencement of any such construction or improvement, the Owner(s) of the Lot(s) shall submit or cause to be submitted to the Committee a written application for a permit. The application shall be accompanied by two (2) complete sets of plans and specifications for the proposed construction or improvement. The plans shall include Lot (area) plans showing location of all structures or improvements existing on the Lot (area) and the proposed construction or improvement. The plans and specifications for construction or improvement shall also depict the elevations of existing and proposed exterior materials, and indicate the extent to which trees are to be cut and the topography of the Lot (area) altered. The Committee shall render its decision regarding the permit within fourteen (14) days after the receipt of the application and after examining the plans and specifications and viewing the proposed site.

6.05 Liability of the Committee

Neither the Committee nor any agent thereof, nor the Developer, nor the Board, nor the Association shall be responsible in any way for any defects in any plans,

specifications or other supporting materials submitted to it, nor for any defects in any work done according thereto.

7. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

7.01 Membership

Every person or entity who is a record owner of a fee or undivided fee interest or who shall have an interest as a contract purchaser in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

7.02 Voting Rights

As provided in the Articles of Incorporation of the Association, the Members shall be divided into Class A Members and Class B Members, as follows:

(a) Class A Members shall be all the Owners except the Developer. Each Class A Member shall be entitled to one vote for each Lot or Living Unit in which he holds the interest required by Subsection 7.01 above for membership in the Association. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be Members; however, any such multiple Owners of a Lot or Living Unit shall be entitled in the aggregate to only one vote for such Lot or Living Unit, to be exercised as they determine among themselves, and in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

(b) Class B Members shall consist of the Developer alone. The Class B Member shall be entitled to three votes for each Lot or Living Unit in which it holds the interest required by Subsection 7.01 above for membership in the Association.

(c) For purposes of determining the votes with respect to Living Units, the area which such Lot or Living Units are situated shall not be taken into account.

8. DUES AND ASSESSMENTS

8.01 Purpose of Dues and Assessments

The dues and assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and, in particular, for the improvement and maintenance of the Common Properties devoted to this purpose and services related to the use and enjoyment of the Common Properties and of the Lots and Living Units.

8.02 Amount of Dues \$115

(a) Basic dues of \$55.00 per year shall be assessed against each Lot or Living Unit and shall be paid by the Owner thereof to the Association. If two Owners of record (other than husband and wife) own a Lot or Living Unit, the basic dues of \$55.00 per year shall be assessed against such Lot or Living Unit and paid by one such Owner, and in addition thereto supplemental dues of \$125.00 per year shall be assessed against such Lot or Living Unit and paid by the other such Owner. No further dues shall be assessed against any Lot or Living Unit; however, if any Lot or Living Unit is owned by more than two Owners, the right to use and enjoy the Common Properties as provided in Subsection 3.02 above shall be limited to two of such Owners, and all further Owners of such Lot or Living Unit and their family members and guests shall not be permitted to use the Common Properties in any manner. In the case of a Lot or Living Unit owned by more than two Owners, all such Owners shall deliver to the Association a joint written designation of the two Owners who shall be entitled to use and enjoy the Common Properties. For purposes of this paragraph a husband and wife who jointly own a Lot or Living Unit shall be deemed to be one Owner.

(b) Any Owner or Owners who together own the entire fee interest in a Lot or Living Unit and who together also own the entire fee interest in one or more additional Lots or Living Units shall be entitled to designate on additional family unit for each such Lot or Living Unit, by delivering written notice of such designation to the Association, and each additional family unit so designated shall be entitled to use and enjoy the Common Properties to the same extent as any Owner. Provided, however, that regardless of the number of owners who shall own an interest in any Lot or Living Unit at any given time, the privilege to use and enjoy the Common Properties shall be exercisable by only one family unit for each Lot or Living Unit during any given year. This privilege of the Owner or Owners of two or more Lots or Living

Units so to designate one additional family unit for each additional Lot or Living Unit shall run with the title to each such Lot or Living Unit and upon sale of such Lot or Living Unit shall pass to the new Owner or Owners, whereupon the family unit so designated with respect to such Lot or Living Unit by the former Owner or Owners thereof shall cease to have any right to use and enjoy the Common Properties.

(c) Notwithstanding anything herein to the contrary, the Developer shall not be required to pay any dues or assessments of any nature; in lieu thereof the Developer has covenanted to set aside, improve and convey to the Association the Common Properties as provided in Section 3 above.

(d) After consideration of current maintenance costs and future needs of the Association, the Board may reduce the amount of dues to any amounts less than the dues otherwise applicable.

8.03 Payment Date; Beginning; Proration

The dues shall apply to each calendar year beginning with 1972 and shall be fully paid for each year on or before March 1 of that year. Provided, however, that the dues assessed against any Lot or Living Unit shall begin only with the year during which such Lot or Living Unit is purchased from the Developer, and if such purchase is closed after June 30 of that year, the dues otherwise assessed against such Lot or Living Unit for that year shall be reduced by fifty (50) percent.

8.04 Increase in Dues

The Board may increase the dues prospectively at any time, provided that

(i) any such increase must be first approved by the affirmative vote to two-thirds of the votes of the Class A Members entitled to vote and present in person or by proxy and actually voting in person or by proxy at a meeting thereof duly called for such purpose; (ii) any such increase shall apply to a period of three consecutive calendar years, and the dues with respect to such three years shall not be further increased; and (iii) in any case the dues set forth in Subsection 8.02 above shall apply to the calendar years 1972, 1973 and 1974, and the dues for such three years shall not be increased.

8.05 Special Assessments for Services

The Board may provide for the collection of garbage; trash and other refuse, the installation and maintenance of water-supply and sewage-disposal systems, the maintenance of water quality in the bodies of water within and adjacent to the Properties and the environmental quality adjacent shorelines, the protective maintenance of Lots, and similar services. The Board may assess the Owners for these services, on the basis of benefits received, and add the charges therefor to the dues provided in Subsections 8.02, 8.03 and 8.04 above, provided that no special assessment for services shall commence prior to _____ (date); no approval by the Class A Members shall be required for a special assessment for services.

8.06 Special Assessments for Capital Improvements

In addition to the dues provided in Subsection 8.02, 8.03 and 8.04 above and to assessments for services authorized by Subsection 8.05 above, the Board may levy in any calendar 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, unexpected repair or replacement of a described Facility, including the necessary fixtures and personal property related thereto, provided that (i) any such assessment shall have been approved by the affirmative vote of two-thirds of the votes of the Class A Members entitled to vote and present in person or by proxy and actually voting in person or by proxy at a meeting thereof duly called for such purpose; and (ii) no special assessment for capital improvements shall be levied prior to _____ (date).

8.07 Meetings to Approve Dues Increases or Assessments

(a) If the Board shall determine to increase the dues or levy a special assessment for capital improvements, the Board shall promptly call a special meeting of the Class A Members for the purpose of voting upon such determination; the Board shall send written notice of the time, place, purpose and call of such meeting to all Members not less than thirty (30) days prior to the date of such meeting.

(b) A quorum for the transaction of business at any such meeting shall consist of Class A Members present in person or by proxy who are entitled to cast thirty per cent (30%) of all the votes which the Class A Members are then entitled to cast if all were present. If such quorum is not present in person or by proxy, the Board may call one or more additional meetings for the same purpose (upon the same 30 days' advance written notice) at which the required quorum in each case shall be one-half the quorum required at the last previous meeting, provided that no such meeting shall be held more than sixty (60) days after the last previous such meeting.

8.08 Duties of the Board

(a) The Board shall prepare and shall at all times maintain a roster of the Lots and Living Units and the dues and assessments currently applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner at reasonable hours. Not less than thirty (30) days before the payment date of any dues increase or the effective date of any special assessment, the Board shall prepare a new roster of the Lots and Living Units reflecting such dues increase or such assessment and send written notice of the change to every Owner subject thereto.

(b) Upon demand and upon payment of a service charge not greater than \$1.00, the Board shall at any time furnish to any Owner liable for a special assessment for capital improvements a certificate in writing signed by an officer of the Association, stating whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

8.09 Owner's Personal Obligation; Lien; Remedies

(a) By acceptance of a deed or other conveyance of a Lot or Living Unit, every Owner (other than the Developer) shall be deemed to covenant and agree to pay the Association all dues and assessments from time to time fixed, established and levied in the manner prescribed in this Section, whether or not so expressed in any such deed or conveyance. All such dues and assessments, together with interest thereon and costs of collection as provided below, shall be the personal obligation of every person who was the Owner in whole or in part of the Lot or Living Unit against which the same was assessed in each case at the time the same became due and payable. This personal obligation shall remain the personal obligation of every such person for so long as permitted by law, whether or not such person sells or assigns his interest in such Lot or Living Unit and whether or not any such purchaser or assignee assumes such personal obligation. All such dues and assessments, together with interest thereon and costs of collection as provided below, shall also be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which the same was assessed in each case; such lien shall bind the Lot or Living Unit in the hands of the Owner or Owners thereof, their heirs, successors and assigns.

(b) Any dues or assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date thereof until paid at the rate of seven per cent (7%) per year. The Association may bring an action to collect the amount due against any person subject to a personal obligation to pay the same (as described in the preceding paragraph) or may foreclose the lien against the Lot or Living Unit covered thereby or exercise the power of sale thereof as provided in the next succeeding paragraph; in any such case there shall be added to and collected along with the amount otherwise due the cost of preparing and filing and prosecuting the complaint in such action and/or the foreclosure of the lien or the sale under power, including reasonable attorney's fees.

(c) If any dues or assessment is not paid within thirty (30) days after the due date thereof, the Association shall be authorized to sell any Lot or Living Unit bound by the lien thereof at Public sale before the courthouse door of Jasper County, Georgia, or at such other place as may be directed according to law, to the highest bidder for cash, after advertising the time, place and terms of sale once a week for four weeks immediately preceding such sale in any newspaper published or having general circulation in said county, all other notices being hereby expressly waived; the Association is hereby constituted and appointed the true and lawful attorney in fact for said Owner to sell such Lot or Living Unit in accordance herewith and to execute and deliver to the purchaser at such sale such conveyances as will effectively divest all right, title or equity of the Owner in and to said property in as full and ample manner as the Owner could do in person. The proceeds of said sale are to be applied to the payment of such dues or assessment, interest, and expenses of said sale (including fees of attorneys, if incurred, to the amount of fifteen (15%) per centum of the debt) the remainder, if any, to be paid to the Owner. The Association may bid and purchase at said sale. In the event of such sale, the Owner, or any other persons in possession of said premises, shall immediately become tenants holding over and shall be subject to summary dispossession. The powers herein granted are coupled with an interest and are irrevocable by death or otherwise, and are cumulative to other remedies now provided by law.

8.10 Subordination of the Lien to Mortgages

The lien for dues and assessments shall be subject and subordinate to the lien of any mortgage or security deed or contract seller's interest now or hereafter placed upon any Lot or Living Unit subject to dues and assessment; provided, however, that such subordination shall apply only to the dues and assessments which have become due and payable prior to a sale or transfer of such Lot or Living Unit pursuant to a decree of

foreclosure or any other proceeding in lieu of foreclosure or a sale under power. Such sale or transfer shall not relieve such Lot or Living Unit from liability for any dues or assessments thereafter becoming due or from the lien thereof.

9. GENERAL PROVISIONS

9.01 Utility Easements

Easements for utility lines shall, as much as practicable, follow roads and/or property lines. Whenever practicable, utility lines shall be placed underground so as to minimize destruction of trees and modification of topography, and so as not to impair the development, use or enjoyment of any Property. Any utility cable or line that comes to any Lot or Living Unit Property underground shall be continued underground across such Lot or Living Unit Property or to the terminal connections thereon. The Board shall have the power to designate and convey utility easements over any part of the Common Properties.

9.02 Association's Right of Entry

Persons appointed or hired by the Board to exercise the powers, duties or functions of the Association shall have the right to come upon any Lot or Living Unit, at any reasonable hour and in a reasonable manner, for the purpose of exercising such powers, duties, and functions with reference to such Lot or Living Unit.

9.03 Duration of the Covenants and Restrictions

The covenants and restrictions of this Declaration shall run with the bind of the land, shall be and remain in effect and shall inure to the benefit of and be enforceable by the Developer, the Association, the Board, the Committee, any Owner, their respective legal representatives, heirs, successors and assigns for a term of forty-five (45) years from the date this Declaration is recorded. Upon and after expiration of said forty-five (45) year term, the covenants and restrictions of this Declaration shall be automatically renewed and extended for successive periods of fifteen (15) years each, unless an agreement for termination or modification thereof is signed by the then Owners of two-thirds (2/3) of the Lots and Living Units and is recorded in the office of the Clerk of the Superior Court of Jasper County, Georgia. However, no such agreement to terminate or modify shall be effective unless made and recorded three (3) years in advance of the effective date of such termination or modification, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Every purchaser or Owner of any interest in any of the Properties agrees (be acceptance of a deed or other conveyance thereof) that said covenants and restrictions shall be automatically renewed and extended unless so terminated or modified.

9.04 Notices

Any notice required to be sent to any Member or Owner shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

9.05 Enforcement

Enforcement of the covenants and restrictions of this Declaration may be by and proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction, to restrain violation or to recover damages, and/or against the land to enforce any lien created by this Declaration. Failure by the Developer or the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

9.06 Severability

Whenever possible, each provision of this Declaration shall be interpreted and applied in such manner as to be effective and valid. If any provision hereof or its application to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provisions which can be given effect without the invalid provision or application. To this end the provisions of this Declaration are declared to be severable.

10. LEASEHOLD INTEREST IN LAKE JACKSON SHORELINE

10.01 Acquisition of Leasehold Interest

The Association has acquired a long-term leasehold interest from Georgia Power Company in and to all land owned by the Power Company which lies directly between the Existing Property and the normal high water line (530 feet MSL) of Lake Jackson, which land consists of a strip running along the shore of Lake Jackson and varying in width from zero to fifty (50) feet. The Power Company has assured the Association that as and when the Developer subjects to this Declaration any Additional Property adjoining Lake Jackson, the Power Company will amend said lease to the Association from time to time so as to include the corresponding shoreline strip. Said lease and all amendments thereto are necessarily subject to all valid rules and regulations and orders of the Federal Power Commission of the United States Government. The Developer shall record a copy of said lease and of all amendments thereto in the office of the Clerk of the Superior Court of Jasper County, Georgia.

10.02 Use of Leased Shoreline Strip

Under the terms of said lease the shoreline strip may be used and enjoyed by the Association and by the Members, their respective family members, and guests residing in their respective households, but subject to all the same terms and conditions as set forth herein with respect to the Properties; all the covenants and restrictions set forth in this Declaration are hereby expressly made applicable to any and all land leased by the Association from the Power Company. In addition, the Developer hereby declares that the portion of the shoreline strip that lies directly between each abutting Lot and Lake Jackson shall be reserved for the exclusive use and enjoyment of the Owner of such Lot, his family members, and guests residing in his household, and no other Members or Owners or their families or guests shall be entitled to use or enjoy such portion.

10.03 Revocation of Privileges

If a Member or Owner or one of his family members or guests violates any of the terms and conditions of said lease or any of the covenants and restrictions set forth herein as applied to any land covered by said lease, and such violation continues for ten (10) days after the Board delivers written notice thereof to such Member or Owner, the Board shall be entitled to cancel and revoke all privileges of such Member or Owner, his family and guests to the use and enjoyment of all or any portion of any land so leased from the Power Company by delivering written notice of such revocation to such Member or Owner. If such Member or Owner does not cure such violation within ten (10) days after written notice thereof is delivered to him, the Board shall be entitled to levy and assess all reasonable costs thereof against such Member or Owner and every Lot or Living Unit owned by him; such Member or Owner shall be personally obligated to make immediate payment of such costs, and the same shall also be a charge on the land and a continuing lien upon every Lot or Living Unit owned by him, which obligation and lien may be enforced in the same manner as provided herein for the collection of dues and assessments. If such violation continues for ninety (90) days after the Power Company has delivered written notice thereof to the Association and the Association has not during said ninety (90) day period filed legal action against such violation, the Power Company is entitled by the terms of said lease to cancel and terminate said lease to the Association in its entirety by delivering written notice of such termination to the Association (which shall in turn promptly deliver written notice thereof to all Members).

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be affixed, this 29 day of July, 1971.

CORPORATE SEAL

N. E. ISAACSON OF GEORGIA, INC.
By: Ralph R. Voss
Ralph R. Voss, Vice President

Signed and sealed in the presence of:

Barbara A. Woodell

Notary Public, Georgia State at Large
My Commission Expires June 24, 1973

