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10.95

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF SPRINGFIELD PLANTATION
ON JULIENTON RIVER

10-19-99
See agreement
DB 261/244
All Desc
3/22/00
See 1st amendment
DK 268/89
DKH, Desc

GEORGIA, MCINTOSH COUNTY.

THIS DECLARATION, made on the date hereinafter set forth
by Sea Properties, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
the County of McIntosh, State of Georgia, which is more particularly
described as:

4/6/00
See 2nd Amendment
DB 269/91
W/K/L/Desc

All those certain lots, tracts or parcels of land
situate, lying and being in the 22nd G. M. District
of McIntosh County, Georgia, and being known and
designated as Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9,
10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33,
34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45,
Springfield Plantation on Julienton River, Phase
I, as shown and represented on that certain plat
of survey made and prepared by Joe P. Davis,
Georgia Registered Land Surveyor No. 1436, dated
April 1980, and being recorded in Plat Book 3,
page 289, in the office of the Clerk of Superior
Court of McIntosh County, Georgia, said plat by
specific reference is made a part hereof for
descriptive and all other purposes.

ALSO:

All those certain lots, tracts or parcels of land
situate, lying and being in the 22nd G. M. District
of McIntosh County, Georgia, and being known and
designated as Lots No. 46, 47, 48, 49, 50, 51, 52,
53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,
65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76,
77, 78, 79 and 80, Springfield Plantation on
Julienton River, Phase II, as shown and represented
on that certain plat of survey made and prepared
by Joe P. Davis, Georgia Registered Land Surveyor
No. 1436, dated April 1980, and being recorded in
Plat Book 3, page 291, in the office of the
Clerk of Superior Court of McIntosh County, Georgia,
said plat by specific reference is made a part
hereof for descriptive and all other purposes.

ALSO:

All those certain lots, tracts or parcels of land
situate, lying and being in the 22nd G. M. District

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of McIntosh County, Georgia, and being known and designated as Lots No. 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 and 126, Springfield Plantation on Julienton River, Phase III, as shown and represented on that certain plat of survey made and prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April 1980, and being recorded in Plat Book 3, page 293, in the office of the Clerk of Superior Court of McIntosh County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes.

All those certain lots, tracts or parcels of land situate, lying and being in the 22nd G. M. District of McIntosh County, Georgia, and being known and designated as Lots No. 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171 and 172, Springfield Plantation on Julienton River, Phase IV, as shown and represented on that certain plat of survey made and prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April 1980, and being recorded in Plat Book 3, page 295, in the office of the Clerk of Superior Court of McIntosh County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01. "Association" shall mean and refer to Springfield Plantation Homeowners Association, its successors, and assigns.

1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that certain lot, tract or parcel of land situate lying and being in the 22nd G. M. District of McIntosh County, Georgia, and being known and designated as Lot No. 45, Springfield Plantation on Julienton River, Phase I, as shown and represented on that certain plat of survey made and prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April 1980, and being recorded in Plat Book 3, page 289, in the office of the Clerk of Superior Court of McIntosh County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes. Said lot of land being bounded, now or formerly, as follows: On the North by Julienton Drive; on the East by Lot 44; on the South by Julienton River; and on the West by Lot 46, all as shown on the above referred to plat of survey.

1.05. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area.

1.06. "Declarant" shall mean and refer to Sea Properties, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Delegation of Use

2.02. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.02. The Association shall have two classes of voting membership:

Class A

(1) Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B

(2) The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) On May 1st, 19 83.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS AND WATER

BETTERMENT AND SERVICE FEES

Creation of the Lien and Personal Obligation of Assessments

4.01. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected, and (3) water and service fees, as hereinafter provided. The annual and special assessments as well as the initial and monthly water betterment and service fees, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or fee is made. Each such assessments or fees, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fee fell due. The personal obligation for delinquent assessments or fees shall not pass to his successors in title unless expressly assumed by them.

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Purpose of Assessments

4.02. The assessments and fees levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, water system, and of the homes situated upon the Properties.

Maximum Annual Assessment

4.03. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 120.⁰⁰ per Lot.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three (3) percent above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three (3) percent by the vote of a simple majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Water Betterment and Service Fee

4.04. Upon conveyance of a Lot to an Owner, the Owner shall pay an initial water betterment fee in the amount of \$ 350.⁰⁰. Said betterment fee is to be used to provide to the Lot Owner residing therein adequate water facilities which may later be connected to a central public system when such system becomes available and the Springfield Plantation Homeowners Association deems it to be in the best interest of all Lot Owners to be a part thereof.

(1) Commencing on the first day of the first month after a respective Lot Owner receives the conveyance of a Lot, such

Lot Owner shall pay a monthly water service fee of \$ 15.00, said fee continuing to become due and payable on the first day of each month thereafter.

(2) The Springfield Plantation Homeowners Association by Trust Agreement with Declarant shall act as Trustee over all water betterment and service fees collected. The Trustee shall furnish to each Lot Owner in Springfield Plantation on Julienton River who pays such betterment and service fees, the following: (a) water; (b) the reasonable maintenance of the same during the term of the trust, or until central public water facilities are available and the Association deems it to be in the best interest of all Lot Owners to be a part thereof; (d) when central public water facilities become available and the Association deems it to be in the best interest of all Lot Owners to be a part thereof the cost of connecting each such Owner with such facilities, including the cost of all necessary materials, to the extent such cost does not exceed the initial betterment fee paid to Declarant or Trustee but not required meter or other deposits or connection charges.

(3) The water betterment and service fees may be increased by the vote of a simple majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(4) The water facilities may be connected to a central public system when such system becomes available by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Special Assessments for Capital Improvements

4.05. In addition to the annual assessments and fees 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 of a capital improvement upon the Common Area, including fixtures and personal property related thereto,

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provided that any such assessment shall have the assent of a simple majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum for Any Action

Authorized under Paragraphs 4.03, 4.04, 4.05

4.06. Any action authorized under Paragraphs 4.03 or 4.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.07. Both annual, and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Date of Commencement of Annual Assessments:

Due Dates

4.08. The annual assessments and water betterment and service fees provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of

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the Association setting forth whether the assessments on a specified Lot have been paid.

Effect of Nonpayment of Assessments
or Water Betterment and Service Fees

Remedies of the Association

4.09. Any assessment or fee not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments or fees provided for herein by nonuse of the Common Area, water system, or abandonment of his Lot.

Subordination of the Lien to Mortgages

4.10. The lien of the assessments or fees provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment or fee lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments or fees thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained on the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee

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composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Each respective Owner of any Lot by acceptance of a deed therefor hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree that the covenants, conditions, restrictions and agreements contained herein are to the mutual benefit of all Lot Owners, Declarant and the Association; and that irreparable harm will be occasioned to the other Lot Owners as well as Declarant and the Association if a respective Lot Owner violates any of the conditions, covenants, restrictions, and agreements of this Declaration, and accordingly it is agreed an action at law with accompanying money damages would not adequately remedy the irreparable harm resulting therefrom. Therefore, each such Lot Owner who is deemed by the Declarant or Board of Directors of the Association to be in violation of any of the covenants, conditions, restrictions, and agreements enumerated herein agrees that an equity action is the best and most effective remedy and hereby consents to the issuance of a restraining order issued by a Georgia Superior Court Judge ordering that such breach or violation be immediately ceased and curtailed until such time as the Court resolves the matter.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS APPLICABLE TO
 PROPERTIES, LOTS AND COMMON AREAS

6.01. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height, and one accessory building which may include a detached private garage, storage or recreation room. Such accessory

building may not be constructed prior to the construction of the main building, and must be of similiar structural and architectural composition as is the main building.

6.02. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the value of the lot or neighborhood as a whole.

6.03. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort annoyance or nuisance to the neighborhood.

6.04. In order to implement effective insect and wood fire control, Declarant and the Board of Directors of the Association reserves the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Declarant or the Board of Directors of the Association detracts from the overall beauty or safety of the neighborhood. Such entrance shall not be deemed a trespass. Declarant or the Board of Directors of the Association may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Sea Properties, Inc. to control woods fires or insects, to mow, clear, cut or prune any lot nor to provide garbage or trash removal services. This section is to be read in conjunction with and considered a part of Article VIII Exterior Maintenance.

6.05. No more than one commercial sign, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any lot without the written permission of Declarant or the Board of Directors of the Association, or except as may be required by

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legal proceedings. Signs exceeding five (5) square feet may not be erected without the written permission of Declarant or the Board of Directors of the Association.

6.06. Utility trailers, recreational trailers and boats shall be stored in garages, or to the side or rear of the main dwelling house.

6.07. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

6.08. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans delineating the size, design, texture, appearance and location of such fence must be submitted to and approved by the Board of Directors of the Association or by the Architectural Committee prior to construction.

6.09. No large trees measuring twelve (12) inches or more in diameter at ground level may be removed without the written approval of Declarant, unless located within ten (10) feet of the main dwelling or an accessory building, or within ten (10) feet of the approved site for such building. Said approval shall not be unreasonably withheld.

6.10. No lot shall be subdivided or its boundary lines changed, except with the written consent of Declarant or Board of Directors of the Association. However, Declarant, hereby expressly reserves the right to replat any two (2) or more lots shown on the plat of said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot(s) suitable and fit as a building site(s) to include but not limited to, the relocation of easements and rights of way to conform to the new boundaries of the said replatted lot(s).

6.11. No lot shall be used for commercial purposes.

6.12. No mobile home shall be allowed on any lot at any time. A mobile home is a non-selfpropelled vehicle or conveyance that is towable and supported on its own chassis, permanently equipped to travel upon the public highways, that is used either temporarily or permanently, as a residence or living quarters. Such unit shall be considered a mobile home whether or not the wheels have been removed and whether or not set on jacks, skirts, masonry blocks or other foundation. Double-wide mobile home is considered a single-family home consisting of two sections, each mounted on its own chassis, and combined horizontally at the site. An expandable mobile home is a mobile home with one or more room sections that fold, collapse or telescope into the principal until when being transported and which can be expanded at the site to provide additional living area.

6.13. No abandoned vehicle may be kept on any lot in this subdivision.

6.14. Easements for utilities are reserved as shown on the plat hereinafter referred to.

6.15. (a) No building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, and plat plan showing the proposed location of such building or structure, drives and parking areas, shall have been submitted to and approved in writing by the Board of Directors of the Association or the Architectural Committee.

(b) One (1) copy of all plans and related data to include (1) plat plan indicating finish floor elevation; front and side line set back, distance and driveway location; and (2) list of exterior walls and roofing materials indicating type and color, must be submitted together with a written request for approval to the Board of Directors of the Association or the Architectural Committee.

(c) The Board of Directors of the Association or the Architectural Committee must act upon all written requests for approval within a reasonable period of time not to exceed thirty (30) days from receipt of such written request.

(d) No plans will be approved unless the proposed house has a minimum of One thousand and one hundred (1100) square feet of heated living area.

(e) Minimum building set back from side and front property lines will be governed by the following:

(a) 35 feet from the front line on lot abutting street;

(b) 10 feet from each lot side line;

(c) 10 feet from each lot rear line.

This section is to be read in conjunction with and considered a part of Article V Architectural Control.

6.16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any Amendment must be recorded.

6.17. Enforcement shall be at the option of the Declarant, Board of Directors of the Association or Lot Owners by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages. Each respective Owner of any Lot by acceptance of a deed therfor hereby covenants, whether or not it shall be so expressed in such deed, and is deemed to covenant and agree that the covenants, conditions, restrictions and agreements contained herein are to the

mutual benefit of all Lot Owners, Declarant and the Association; and that irreparable harm will be occasioned to the other Lot Owners as well as Declarant and the Association if a respective Lot Owner violates any of the conditions, covenants, restrictions, and agreements of this Declaration, and accordingly it is agreed an action at law with accompanying money damages would not adequately remedy the irreparable harm resulting therefrom. Therefore each such Lot Owner who is deemed by the Declarant or Board of Directors of the Association to be in violation of any of the covenants, conditions, restrictions, and agreements enumerated herein agrees that an equity action is the best and most effective remedy and hereby consents to the issuance of a restraining order issued by a Georgia Superior Court Judge ordering that such breach or violation be immediately ceased and curtailed until such time as the Court resolves the matter.

6.18. Invalidation of any of these covenants by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

6.19. The property which is the subject matter of these Restrictive Covenants is described on a plat prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April, 1980 entitled Springfield Plantation on Julienton River, Phase I, and being recorded in Plat Book 3, page(s) 289, in the office of the Clerk of Superior Court of McIntosh, Georgia, and as described on a plat prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April, 1980, entitled Springfield Plantation on Julienton River, Phase II, and being recorded in Plat Book 3, page(s) 291, in the office of the Clerk of Superior Court of McIntosh, Georgia, and as described on a plat prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April, 1980, entitled Springfield Plantation on Julienton River, Phase III, and being recorded in Plat Book

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3, page(s) 293, in the office of the Clerk of Superior Court of McIntosh, Georgia, and as described on a plat prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated April, 1980, entitled Springfield Plantation on Julienton River, Phase IV, and being recorded in Plat Book

3, page(s) 295, in the office of the Clerk of Superior Court of McIntosh, Georgia, reference to said plats being hereby made for all purposes hereof.

ARTICLE VII

GENERAL PROVISIONS

7.01. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

7.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Amendment

7.03. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Annexation

7.04. Additional residential property and Common Area may be annexed to the Properties with the consent of a simple majority of each class of members.

FHA/VA Approval

7.05. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration to-wit: Annexation of additional properties, dedication of Common Area, changes in the method of providing water, and amendment of Covenants, Conditions, and Restrictions.

Captions

7.06. The captions preceding the various paragraphs and subparagraphs of these Restrictions, Covenants, and Conditions are for convenience or reference only, and none of them shall be used as an aid to the construction of any provision of the Restriction, Covenants, and Conditions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Mutuality of Benefit and Obligation

7.07. The Restrictions, Covenants, and Conditions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot, tract, parcel or area of property described herein and are intended to create a mutual equitable servitude upon each of said lots, tracts, parcels, or areas of property described herein; to create a privity of contract and estate between the grantees of said lots, tracts, parcels or areas of property described herein, their heirs, successors and assigns, and shall, as to the owner of each lot, tract, parcel, area of property described herein, his heirs, successors, or assigns, operate as covenants running with the land for the benefit of each and all other lots, parcels, and areas of property described herein.

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ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by a simple majority vote of the Board of Directors of the Association, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of April, 1980.

SEA PROPERTIES, INC. (SEAL)

By: Jamie E. Parks III
President

Attest: [Signature]
Vice President

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Charlotte J. Long
Notary Public, Georgia, State at Large
My commission expires: 11-27-83
(SEAL)



Recorded Dec. 20, 1980.
Ann H. Pappas, S.C.S.C.