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STATE OF GEORGIA)

COUNTY OF BRYAN)

DECLARATION OF COVENANTS AND RESTRICTIONS

THE TOWNHOMES AT LIVE OAK PLANTATION

LIVE OAK PLANTATION PHASE I

This Declaration of Covenants and Restrictions is made this ____ day of December, 2005 by LES Development Inc. a Georgia corporation qualified to do business in the State of Georgia (“Declarants”)

WITNESSETH:

WHEREAS, the Declarants impose upon the real property more particularly described as Live Oak Plantation – Phase I, and more specifically 158 Townhome sites, certain easements, restrictions, covenants, charges, liens, affirmatives obligations and conditions as set forth therein; and

WHEREAS, pursuant to this Declaration, the Live Oak Plantation Home Owner’s Association shall be formed as a Georgia non-profit corporation in which all owners within the Property are required by this Declaration to be members;

THEREFORE, know all men by these presents that Declarants to establish this the Declaration of Covenants and Restrictions governing the property hereinafter defined as the “Townhomes,” and more fully described on Exhibit A attached hereto, hereby dictating that all Property shall be held, transferred, sold, conveyed and occupied subject to these easements, restrictions, covenants, charges, liens and affirmative obligations and conditions as hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding on all persons having hereafter acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RECITALS

- A. Declarants are the fee simple owners of the Townhomes and intend to develop it to accommodate attached housing units located on 158 lots, and desire to impose certain additional covenants and restrictions thereon in order to provide for the uniform development, maintenance and appearance of the attached housing units and common areas located thereon.

ARTICLE 1

Definitions

The Definitions contained in this Declaration are hereby specifically incorporated herein. In addition, the following words and terms, when used shall have the following meanings:

Section 1: “Neighborhood Association” shall mean and refer to the Live Oak Plantation Homeowner’s Association, Inc., a Georgia non-profit corporation. Declarants shall possess all such authority provided to the Neighborhood Association, Neighborhood Board, Architectural Review Committee and any additional Boards or Committees created herein, at Declarants discretion and until such time as substantially all Lots or Attached Housing Units of Live Oak Plantation Phase I are developed and title is conveyed to residential owners of property.

Section 2: “Neighborhood Declaration” shall mean this Declaration of Covenants and Restrictions, applicable to the Townhomes.

Section 3: “Neighborhood Board” shall mean the Board of Directors of the Neighborhood Association.

Section 4: “Common Area” shall mean and refer to those areas identified as such on the Townhomes Plat.

Section 5: “Plat” shall mean the subdivision plat of the Townhomes.

Section 6: “Townhomes” shall mean all the real property within the Plat described on Exhibit B attached hereto.

Section 7: “Architectural Review Committee” shall mean the Committee established pursuant to Article IV Section 3 herein.

Section 8: “Development Plan” shall mean the development plan for the property more clearly referred to on Exhibit B attached.

Section 9: “Attached Housing Parcel” shall mean any portion of the Property designated as “Attached Housing” on Development Plan.

Section 10: “Attached Housing Unit” shall mean and refer to any condominium, apartment, fee simple patio home or the like, or a dwelling located on an Attached Housing Parcel and designed for occupancy for a single family.

Section 11: “Dwelling” shall mean any building located on a Lot or an Attached Housing Parcel and intended for use as housing for a single family.

Section 12: “Living Area” shall mean the heated area of a Dwelling calculated from its exterior dimensions, excluding garages, boat sheds, terraces, decks, screened or open porches, all as defined by the Architectural Review Committee in its sole discretion.

Section 13: “Living Unit” shall mean either a Lot or an Attached Housing Unit.

Section 14: “Lot” shall mean and refer to any plot of land designated as such on any Plat of any portion of the property, excluding any Open Space.

Section 15: “Open Space” shall mean any Community Recreation site and any and all space to be owned by or dedicated to the use and enjoyment of the Owners or the Association.

Section 16: “Owner” shall mean and refer to the record owner, whether it is one or more persons or entities, of fee simple title to any Living Unit, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 17: “Plat” shall mean the subdivision plat of the property recorded from time to time in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

Section 18: “Single-family” shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related together with domestic servants, maintaining a common household.

Section 19: “Structure” shall mean anything erected, constructed or located in or upon the ground of any Lot or Attached Housing Parcel, either temporarily or permanently.

Section 20: “Voting Member” shall mean and refer to the Declarants, as well as the Owners.

ARTICLE II

Covenants Affecting The Townhomes

Section 1, Neighborhood Association. The Townhomes are part of the Live Oak Plantation Phase I and subject to all covenants, restrictions, easements, assessments, charges and liens set forth in this Declaration as amended from time to time. All members of the Neighborhood

Association shall be the members of the Live Oak Plantation Homeowners Association, Inc. (the "Neighborhood Association"), entitled to all privileges and subject to all the obligations thereof.

The Neighborhood Association shall be formed at such a time when substantially all Lots or Attached Housing Units in Live Oak Plantation Phase I are developed and title is conveyed to residential owners of property and at the discretion of the Declarants herein. Until such time, Declarants shall have the sole and full authority granted to the Neighborhood Association, Architectural Review Committee, Neighborhood Board and any other boards or committees created herein.

Section 2, Membership: Upon the establishment of the Live Oak Plantation Homeowners Association, every owner as described herein shall be a Member of said Association and membership shall be appurtenant to and may not be separated from ownership of a Living Unit. No Owner, whether one or more, shall have more than one membership per Living Unit. Ownership of a Living Unit shall be the sole qualification for membership in the Association, and each Owner shall remain a Member until such time as his ownership ceases for any reason, at which time the membership in the Association shall automatically cease.

Section 3, Voting Rights: Voting rights shall be established, and this Section amended upon creation of the Live Oak Plantation Association as set forth herein.

ARTICLE III

Covenants for Neighborhood Assessments

Section 1, Imposition. All Owners in the Townhomes, unless exempt by acceptance of the deed or other method of conveyance of their Living Unit, shall be deemed to covenant and agree to pay any and all contributions and assessments imposed by this Declaration or its amendments, including the Neighborhood Assessments and Special Neighborhood Assessments described herein.

Section 2, Assessment and Purpose.

1. The Neighborhood Assessments shall be in such amount and due at such times as hereinafter described, and shall be used for the following purposes:
 - (a) Maintenance of the private roadways, parking areas and drainage structures depicted on the Plat or located within the Townhomes;
 - (b) Improvements, operation, and maintenance of the Common Areas;
 - (c) Usage charges for electricity and water for lighting and irrigation within Townhomes common area;
 - (d) Maintenance of all landscaped areas within the Townhomes; Maintenance and repair of any irrigation lines located within the Townhomes;

- (e) Such other purpose as may be determined by the Board to be in the best interest of the Townhomes in order to preserve the value and appearance of the Townhomes as a whole.
2. The Special Neighborhood Assessments shall be in such amount and due at such times as hereinafter described and shall be used for the following purposes:
- (a) Repair and replacement of roofs, party walls, and other portions of the Units which are or may be used in common with another Unit owner.
 - (b) Exterior painting of Units.
 - (c) Pressure washing or cleaning of the exterior of the Units.
 - (d) Such other purposes as the Neighborhood Association may determine in its discretion is necessary to maintain the exterior of Units in a habitable, clean, attractive, orderly, and first-class condition.

Section 3, Method of Assessment. The Neighborhood Assessments and Special Neighborhood Assessments shall be levied by the Neighborhood Association against each Living Unit, and collected and disbursed by the Neighborhood Association. The Neighborhood Board shall determine the amount of all assessments and the due dates, which must be approved by not less than a majority of the members of the Neighborhood Association.

Section 4, Amount of Assessments. Assessments shall be in such amount as shall be necessary to maintain the Townhomes in a first-class manner; and, the appropriate amount of said assessments shall be determined at a later date and amended hereto by the Neighborhood Board.

Section 5, Collection of Assessments; Liens. The Neighborhood Association shall have the same powers of collection for assessments as are provided for under the this Declaration, including the right to impose and foreclose a lien therefore.

Section 6, Exemption. All exemptions from assessments available to any Builder or Declarant under the this Declaration shall be equally applicable to Neighborhood Assessments at the discretion of the Neighborhood Association.

ARTICLE IV

Organization of the Neighborhood Association; Powers

The by-laws of the Neighborhood Association shall be adopted as the governing document by said association. Unless provided herein to the contrary, the Neighborhood Association shall have the all powers necessary to enforce and amend this Declaration.

ARTICLE V

Architectural Control

Section 1, Purpose. It is the Declarants purpose to prohibit any improvement or change in the Property which would be unsafe or hazardous to any personal property or individual; to minimize destruction and to preserve as much as practicable the visual continuity of the Property; to assure that the improvements and construction of Dwellings and Structures on the Property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property.

Section 2, Approval Required. No building, wall walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, or other Structure shall be commenced, erected, altered, modified or maintained upon any Lot or Attached Housing Parcel, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, appearance, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood. No change shall be made in exterior color, stain or painting of any dwelling or Structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3, Architectural Review Committee. The Architectural Review Committee shall be established upon creation of the Live Oak Plantation Homeowners Association, and this Declaration amended to reflect additional Architectural guidelines.

ARTICLE VI

Use Restrictions

Use restrictions, or use restriction specifically applicable to the Townhomes are as follows:

Section 1. Household Pets. Household pets shall be limited to not more than three (3). No livestock or poultry of any kind shall be maintained on a Lot or Dwelling at any time.

Section 2. Parking. Those parking areas not directly adjacent to a Dwelling shall be used for guest and temporary parking only. All vehicles, including but not limited to, automobiles, trucks and motorcycles, may be parked in garages or on the driveway area. No disabled automobiles, trucks and motorcycles shall be parked in streets, right of ways or Common Areas within the Property.

Section 3. Lawn and Landscape Alteration and Maintenance. The Neighborhood Association shall maintain all landscaped areas. No alterations or changes shall be effected by an Owner to the lands or landscaping within the Townhomes unless approved in writing by the Neighborhood Board; provided, however, that each Owner must be maintain lawn space and landscaping, with annual flowers or perennials in the area between entrance sidewalk and the building if desired.

Section 4. Lawn Furniture, Play Equipment, Statues. No lawn furniture, play equipment, bird baths, statuary, birdhouses or the like shall be placed on the lawns, Common Areas or landscaped area without the express written consent of the Architectural Control Committee.

Section 5. Signage. No signs of any kind may be attached to, or placed on the exterior of, a unit for any reason. Further, the Owner must seek express written consent from the Neighborhood Association to place a sign on the inside of the Unit if said sign will be visible from the exterior of the Unit.

Section 6. Living Unit Use. Living Units shall only be used for private residential purposes of a Single-Family; No Structure shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy by a Single-Family, together with such accessory buildings for use by a Single-Family as may be approved by the Architectural Review Committee in its discretion. Notwithstanding the forgoing, Declarant may use or permit the use of one or more Lots or Living Units as model homes or as a sales office.

Section 7. Dwelling Size. A Minimum dwelling size shall be determined and amended hereto.

Section 8. Construction Quality. It is the intention and purpose of this Declaration to insure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Property. All dwellings must be constructed in accordance with applicable governmental codes and the prior approval of the Architectural Review Committee.

Section 9. Nuisances. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other residents of the Property. In the event of a dispute as to whether an activity constitutes a nuisance as used herein, the determination as such by the Neighborhood Board shall be controlling.

Section 10. Home Occupations. Living Units shall only be used for private residential purposes of a Single-Family; No home occupations, industry, business, trade or profession of any kind shall be conducted, maintained or permitted on any part of the Property , unless approved in writing by the Neighborhood Board. Notwithstanding the forgoing, Declarant may use or permit the use of one or more Lots or Living Units as model homes or as a sales office.

Section 11. Re-Subdivision. No Lot or Attached Housing Parcel shall be re-subdivided, combined with another Lot, or reduced in size without the written consent of the Architectural Review Committee; provided, however, that this prohibition shall not apply to Declarant or its specifically designated assigns.

Section 12., Outside Antennae. No outside antennae radio or television antennae, dishes or discs shall be erected on a Lot or Attached Housing Parcel without prior written consent of the Architectural Review Committee.

Section 13, Clothes Lines. No clothes lines or devices designed for drying clothes outside of a Dwelling shall be permitted.

Section 14, Boats and Motor Vehicles. No commercial vehicle/buses, trailers, camping trailers, motor homes, recreational vehicles or boats may be maintained or parked within the Property; unless prior written approval is received from the Neighborhood Board.

Section 15, Fences. No fence, wall or other barrier of any kind may be constructed upon any Lot without the prior written approval of the Architectural Review Committee.

ARTICLE VII

Party Walls; Repair of Casualties

Section 1. General Rules of Law. Each wall which is built as part of the original construction of a Dwelling Unit and placed on the dividing line between Lots or Living Units shall be deemed a party wall, and to the extent not inconsistent with the provision of this Article the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or omissions shall apply thereto.

Section 2. Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and any other Owner of the party wall shall equally contribute to the cost of restoration thereof, without prejudice, however, to the right of any Owner to claim entitlement to a larger contribution from the other under any rule of law regarding negligent or willful acts or omissions of the other Owner.

Section 3. Insurance. Each Unit Owner shall at all times maintain insurance against loss from fire, wind, storm or other perils in amounts not less than the replacement cost of their Unit.

Section 4. Repair of Casualty. Any Unit damaged by fire, wind, storm, or other casualty shall promptly cause such damage to be repaired in a first class manner to the condition of such Unit prior to the casualty.

ARTICLE VIII

Insurance

Section 1. Common Areas, Community Facilities, and Easement Areas Insurance.

(a) The Neighborhood Board shall have the authority to obtain and continue in effect adequate property, liability, or any other insurance, in such form as the Neighborhood Board deems appropriate, insuring all Common Areas, Community Facilities and the Easement Areas against loss or damages by fire or other hazards, including, without limitation, extended coverage, vandalism and malicious mischief, and/or coverage usually provided by the standard "all risk" endorsement. Said insurance coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Neighborhood Board shall conduct, at least once every two (2) years, an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insured Common Areas and Community Facilities and Easement Areas.

(c) All Property insurance policies and liability policies obtained by the Neighborhood Board may contain reasonable deductibles, and the amounts thereof shall, for property insurance purposes, be added to the face amounts of such policies in determining whether such insurance coverage equals at least the full replacement cost of such insured improvements.

(d) All such insurance coverage obtained by the Neighborhood Board of Common Areas and Community Facilities and Easement Areas shall be written in the name of the Neighborhood Association and costs of all such coverage shall be a common expense of the Neighborhood Association and subject to the provisions of this Declaration. Insofar as permitted by law, the Neighborhood Association shall be required to make a good faith effort to secure insurance policies with the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of A-XI or better in the financial category as established by Best's Insurance Reports if such a company is available and, if not available, its equivalent rating or the best rating possible.
- (ii) All property insurance policies and liability insurance policies shall be for the benefit of the Neighborhood Association.
- (iii) All property insurance policies shall contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash.

- (iv) In no event shall the insurance coverage obtained and maintained by the Neighborhood Board of Directors hereunder be brought into contribution with insurance purchased by Owners or their Mortgagees.
- (v) All policies shall contain a provision that no policy may be canceled, invalidated or suspended on account of the conduct or one or more of the individual Owners, or their respective families, tenants, agents, and guests, or on account of the acts or any director, officer, employee, or agent of the Association or of its management agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.
- (vi) All policies shall contain "Agreed Amount and Inflation Guard Endorsement" and a "Construction Code Endorsement."

Section 2. Owner's Insurance. It shall be the responsibility and obligation of each Owner to obtain insurance, at his own expense, affording public liability coverage and fire, hazard and property damage coverage upon his Lot or Attached Housing Parcel.

Section 3. Assessments. If the damage or destruction to Common Areas, Community Facilities or the Easement Areas for which the insurance proceeds are paid to the Neighborhood Association and such proceeds together with the deductible amounts maintained on reserve are not sufficient to defray the cost thereof, the Neighborhood Board shall, without the necessity of a vote of the Owners, levy a special assessment or assessments against all Owners to provide sufficient funds to pay such excess cost of repair or reconstruction. Additional assessments, as needed, may be made in like manner at any time during or following the completion of such repair or reconstruction.

Section 4. Repair and Reconstruction. If the damage or destruction to Common Areas and Community Facilities or the Easement Areas is to be repaired or reconstructed, the funds for the payment of repair or reconstruction shall consist of the proceeds of insurance, reserve for deductible amounts and funds collected by the Neighborhood Association from assessments as provided herein and shall be disbursed in payment of such costs in the discretion of the Neighborhood Board.

Section 5. Limitation of Liability. The Neighborhood Association shall not be liable for any failure of any services to be obtained by same Association or paid for out of common expense funds, or for injury or damage to individuals or property or Lots or Attached Housing Parcels caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Community Facilities, or the Easement Areas, or from any wire, pipe, drain, conduit or the like. The Neighborhood Association shall not be liable to any Owner for loss or damage, by theft or otherwise, for articles which may be stored upon the Common Areas and Community Facilities. No diminution or abatement of assessments, or the Easement Areas, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Community

Facilities or the Easement Areas, or from any action taken by the Neighborhood Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Management Agent

Section 1. Management Agent. The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including without limitation:

(a) To establish (with approval of the Neighborhood Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens in a manner consistent with law and the provisions of this Declaration;

(b) To provide for the care, upkeep, maintenance, and surveillance of the Common Areas and Community Facilities and the Easement Areas;

(c) To designate, hire, and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities and the Easement Area;

(d) To promulgate (with the approval of the Neighborhood Board) and enforce such rules and regulations and such restrictions or requirements, or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities; and

(e) To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

ARTICLE X

Reservation of Easements

Section 1. Reservation of Easement Rights by the Declarants. The Declarants hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities and the Easement Areas for the purposes of storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains, easements and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the Property or in the vicinity of the Property. Any and all instruments of conveyance made by the Declarants to the Association with respect to

any of the Common Areas and Community Facilities, the Easement Areas or easements shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarants, the Association shall from time to time execute, acknowledge and deliver to the Declarants free of charge such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Neighborhood Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Community Facilities and the Easement Areas for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provision of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and the Easement Areas and for the preservation of the health, safety, convenience and welfare of the Owners of the Lots.

Section 3. Additional Easement Rights. The Neighborhood Association shall have the right to enter upon the Common Areas and Community Facilities and the Easement Areas and, to the extent required, to enter upon each Lot or Attached Housing Parcels and any portion thereof for the purpose of installing, maintaining, repairing, or replacing sanitary or storm sewer lines, water lines, and such other utilities as may be located under or cross under any such Lot or Attached Housing Parcel and any Property conveyed therewith; for the purpose of repairing, maintaining, or replacing Community Facilities and the Easement Areas or any improvements or structures located on Common Areas or the Easement Areas; and for the purpose of repairing, maintaining, or landscaping that portion of each Lot or Attached Housing Parcel and any Property conveyed therewith for which the Neighborhood Association has been given or may assume that responsibility or obligation, and for those purposes an easement is hereby reserved in favor of the Association.

Section 4. Additional Easement Rights of Declarants. The Declarants and its agents, representatives and employees, shall have, and there is hereby reserved thereunto, an easement for the maintenance of sales offices and/or model Lots or Attached Housing Parcels on the Property and an easement as required for the development, construction and/or sale of the Lots or Attached Housing Parcels on the Property (including an easement for on-site sale signage) for so long as Declarants possesses authority under this Declaration.

ARTICLE XI

Water Service

Section 1. Fees and Usage. No private wells for any purpose shall be permitted on any Lot or Attached Housing Parcel on the property. Every Owner of a Lot or Attached Housing Unit within the property shall be presumed conclusively by his acceptance of a deed of conveyance to have covenanted for himself, his heirs, representatives, successors and assigns to pay the

following in connection with Water Service, Sewage hook-up, and any other utilities that will be furnished to said lot by a Common Well:

- (i) A connection/tap-in fee to be determined and amended hereto.; and
- (ii) After connection to the water system, water meters installed for each Lot or Attached Housing Parcel shall determine water usage, and the owner of said water system shall determine the fee for water usage. In lieu of said water meters or in until the same are installed, each Owner shall pay a minimum monthly fee to be determined and amended hereto. The monthly rate to be charged shall be comparable to rates being charged by other water/utility companies in the area providing water to other subdivisions. The Declarants shall have sole authority to defer payments of any connection fee for utilities for any Lots or Attached Housing Parcels purchased by a builder until such time as the same is required to be paid by the local authority or at such time as the Declarants deem the same appropriate to be paid.

Section 2. Unpaid Charges. Unpaid connection/tap-in fees and usage charges (collectively AFees@) shall constitute a lien upon and encumber the Lot or Attached Housing Parcel with respect to which the charges have been made, and the Neighborhood Association and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as set forth herein. Notwithstanding anything contained herein to the contrary, the Neighborhood Association and its successors and assigns, shall have the right to terminate or refuse water service to any Owner who fails to pay any of the Fees as the same shall become due.

ARTICLE XII

Indemnification

Notwithstanding any duties of the Declarants or Neighborhood Association to maintain any rights-of-ways or street lighting within the Property and at the Entrance, or any other duties imposed upon or accepted by the Declarants or Neighborhood Association, same shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-of-ways, street lighting or otherwise, nor for injury caused by the elements, Declarants, Owners or other persons, nor shall any officer or director of the Neighborhood Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Further, each officer and director of the Neighborhood Association, shall be indemnified by same Association against all expenses and liabilities, including attorneys fees incurred in connection with any proceeding to which he may be a party or in which he may

become involved by reason of his or her having been an officer or director of the Neighborhood Association, or any settlement, whether or not such person is an officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only when the Neighborhood Board of Directors approves such settlement and reimbursement as being in the best interest of the Neighborhood Association.

ARTICLE XIII

General Provisions

Section 1. Application. All Owners, employees of Owners, guests of Owners, tenants or other persons who may, in any manner, use the Property or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the Neighborhood Association and any Rules and Regulations formulated by the Neighborhood Board of Directors.

Section 2. Enforcement. The Neighborhood Association, its assigns, the Manager, the Neighborhood Board, the Declarants, the Landowner or any other Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by any party named above to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought to enforce any of the provisions of this Declaration by either the Neighborhood Association, its assigns, the Manager, the Neighborhood, the Landowner or the Declarants, such party, if successful, shall be entitled to recover from the defendant damages if applicable therein and all costs of the action, including but not limited to court costs and attorneys fees.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with the Property, bind the Property and shall inure to the benefit of and be enforceable by the Neighborhood Association, its assigns, the Manager, the Declarants, the Landowner, or any other Owner, and their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. The Covenants and Restrictions of this Declaration shall continue beyond said twenty (20) years for successive periods of ten (10) years each. To amend the Covenants and Restrictions of this Declaration at least two-thirds (2/3) of the record Owners of Lots, or the Declarants, shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record Owners of Lots affected thereby, and a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this

State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such extension and/or amendment shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

Section 4. Amendment of Declaration. The Declarants and its assignees, if said assignees are builders who buy all of said Lots or Attached Housing Parcels, shall have the sole right, in its discretion, to amend this declaration of restrictive covenants without complying with the conditions in Section 3 stated above. Upon termination of the Declarant=s authority at its discretion, and when all substantially all Lots or Attached Housing Parcels are conveyed to residential owners, the Neighborhood Association shall have the power to amend this Declaration by the affirmative vote of a majority of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Successors of Declarants. Any and all rights, reservations easements, interest, exemptions, privileges and powers of the Declarants hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarants, with or without notice to the Neighborhood Association.

Section 6. Incorporation by Reference or Resale. In the event any Owner sells or otherwise transfers any ownership, any deed purporting to effect such transfer shall contain a provision incorporating by reference this Declaration. In the event a deed fails to contain the provision as provided herein, this Declaration shall be incorporated into such deed by reference and all transfers shall be subject to the provisions contained herein.

Section 7. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail with proper postage affixed, to the last known address of the individual who appears as Member or Owner on the records of the Neighborhood Association at the time of such mailing.

Section 8. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas and Community Facilities by any public, county, or municipal agency, authority, or utility and no public, county or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas and Community Facilities.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provisions hereof, each of which shall remain in full force and effect.

Section 10. Consents. Any other provision of the Declaration to the contrary notwithstanding, neither the Neighborhood Association Members, the Neighborhood Board of Directors shall, by

act or omission, take any of the following actions without the prior written consent and approval of the Institutional Mortgagees holding first priority Mortgages of record on the Lots or Attached Housing Parcels:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and Community Facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and Community Facilities by the Members of the Association, the granting of easements in the Easement Areas, or the dedication of streets and other rights of way in the subdivision shall not be an action requiring any approval within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement, or reconstruction of the Common Areas and Community Facilities or the Easement Areas; or

(e) modify or amend any material or substantive provision of this Declaration which will adversely affect the interest of the Institutional Mortgagees holding first priority Mortgages.

Section 11. Consent of Federal Housing Administration, Veterans Administration and Federal National Mortgage Association. Provided that any Lot or Attached Housing Parcel in the Community is then encumbered by a Mortgage which is insured by the Veterans Administration, Federal Housing Administration, or by the Federal National Mortgage Association, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the above-mentioned institution or institutions insuring Mortgages on any Lots:

(a) abandon, partition, subdivide, encumber, sell, dedicate, or transfer any of the Common Areas and Community Facilities; or

(b) modify or amend any material or substantive provisions of the Declaration.

Section 12. Additional Rights of Mortgagees-Notice. The Neighborhood Association shall promptly notify the Holder of the First Mortgage on any Lot or Attached Housing Parcel for which any assessment levied pursuant to the Declaration or any installment thereof becomes delinquent for a period in excess of sixty (60) days, and the Neighborhood Association shall promptly notify the Holder of the First Mortgage on any Lot or Attached Housing Unit with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give such notice shall not affect the validity or priority of any First Mortgage on any property, and the

protection extended in this Declaration to the Holder of any such Mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days written notice to the Mortgagee holding the first priority Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any Institutional Mortgagee may pay any taxes, utility charges or other charge levied against the Common Areas and Community Facilities which are in default and which may or have become a charge or lien against any of the Common Areas and Community Facilities, and any such Mortgagee may pay any overdue premiums for any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to any Lot or Attached Housing Parcel in which it holds a security interest or the Common Areas and Community Facilities.

Section 13. Condemnation or Eminent Domain. In the event any part of the Common Areas and Community Facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Neighborhood Board shall give prompt written notice of any such proceeding or proposed acquisition to the Holders of all First Mortgages of record on the Lots or Attached Housing Parcels. No provision of this Declaration or the By-Laws of the Association shall entitle any Owner to any priority over the Mortgagee holding a first priority Mortgage of record on his Lot or Attached Housing Parcel which respect to the distribution to such Owner of the proceeds of any condemnation or settlement relating to a taking of the Common Areas and Community Facilities.

Section 14. Captions and Gender. The captions contained in the Declaration are for convenience only, are not a part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

Section 15. Conflicts. In the event of any irreconcilable conflict between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control.

ARTICLE XIV

Constructive Notice

Every person, firm, association, partnership, corporation or other entity who hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented to and agreed to every covenant, condition and restriction contained in this Declaration, whether or not any reference to this Declaration is

contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in such portion of the Property.

ARTICLE XV

FHA or VA Compliance

Section 1. General Notwithstanding anything contained herein to the contrary, Declarants shall have the unilateral right to amend or modify this Declaration if, in the sole discretion of Declarants, such amendment or modification is necessary to provide that loans made or insured by the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, or any successors to such entities, can be made to purchasers of Lots or Attached Housing Parcels within the Community.

Section 2. Affect. Any amendment or modification enacted by Declarants pursuant to Section 1 above shall affect all of the Lots or Attached Housing Parcels within the Subdivision to the same degree as if the Declaration was so modified or amended prior to the conveyance of any property by Declarants.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands, affixed their seals and delivered these presents on this the day and year first above written.

LES DEVELOPMENT, INC.

_____(SEAL)
Ellis A. Skinner II, Secretary

Witness

Notary Public
My Commission Expires: _____

Attest: _____ (SEAL)
J. Ashley Skinner, Chief Financial Officer

Witness

Notary Public
My Commission Expires: _____

