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JOHN VITTIGLIO
159 VALLEY VIEW DRIVE
FLINTSTONE, GA 30725

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR TURKEY RUN SUBDIVISION

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR

TURKEY RUN SUBDIVISION

THIS DECLARATION made the 1 day of March 2005, by **JJG & COMPANY, INC.**, a Georgia Corporation (herein "Developer").

W I T N E S S E T H:

WHEREAS, Developer, as owner of certain real property located in Walker County, Georgia, desires to create thereon a development known as TURKEY RUN SUBDIVISION (sometimes herein "Development"), of which shall be constructed upon a portion of the real property located in Walker County, Georgia, as more particularly described in Exhibit "A" attached hereto (herein "property"), and subsequent phases of which may be constructed upon portions of the real property located in Walker County, Georgia, as more particularly described in Exhibit "B" attached hereto; and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and. as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each, and every owner of any and all parts thereof; and.

WHEREAS, Developer has deemed it desirable, for the efficient preservation of' the values and amenities in the Development, to create an entity to which should bet delegated and assigned the power and authority of holding title to and maintaining and administering the Common properties (as hereinafter defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Georgia, **TURKEY RUN SUBDIVISION HOMEOWNER'S ASSOCIATION, INC.**, a Georgia nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

ARTICLE I
DEFINITIONS

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

1.01 Architectural Review Committee. "Architectural Review Committee" shall mean and refer to that Committee formed and operated in the manner described in section 6.01 hereof.

1.02 Association. "Association" shall mean TURKEY RUN SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., a Georgia nonprofit corporation.

1.03 Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.04 Bylaws. "Bylaws" shall mean the Bylaws of the Association, the initial text of which is set forth in Exhibit "C" attached hereto.

1.05 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.06 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such lease. The Common Properties shall include but not be limited to streetlights, entrance and street signs, landscaping or drainage easement areas, roads and their rights-of-way, and greenbelts.

1.07 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.08 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for TURKEY RUN SUBDIVISION and any supplemental Declaration filed pursuant to the terms hereof.

1.09 Developer. "Developer" shall mean JJG & Company, Inc., a Georgia corporation, and its successors and assigns.

1.10 First Mortgage. "First: Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.11 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.12 Improved Lot. "Improved Lot" shall mean and refer to any Lot upon which a legally habitable residence exists.

1.13 Lot or Residential Lot. "Lot" or "Residential Lot" shall mean and refer to any parcel of land located within the Property which is used or intended for use as a site for a single-family detached dwelling as shown upon any recorded final subdivision map of any part of the Property.

1.14 Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.15 Master Plan. "Master Plan" shall mean and refer to the drawing which represents the conceptual land plan for the future development of TURKEY RUN SUBDIVISION. Since the concept of the future development of the undeveloped portions of TURKEY RUN SUBDIVISION is subject to continuing revision and change at the discretion of the Developer, present and future references to the "Master Plan" shall be references to the latest revision thereof. In addition, no implied reciprocal covenants shall arise with respect to lands which have been retained by the Developer for future development except that all the covenants, restrictions, obligations and conditions set forth in this Declaration shall apply to all portions of the Property retained by the Developer. THIS DECLARATION DOES NOT DESIGNATE ANY PORTION OF THE PROPERTY FOR ANY PARTICULAR USE; SUCH DESIGNATION TO BE MADE BY SEPARATE SUBSEQUENT DECLARATION OR BY RECORDED PLAT WITH SUCH DESIGNATION CLEARLY AND UNEQUIVOCALLY SHOWN THEREON. THE DEVELOPER SHALL NOT BE BOUND BY ANY DEVELOPMENT PLAN, USE OR, RESTRICTION OF USE SHOWN ON ANY MASTER PLAN, AND MAY AT ANY TIME CHANGE OR REVISE SAID MASTER PLAN.

1.16 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners who are Members of the Association.

1.17 Mortgage. "Mortgage" shall mean a deed of trust or deed to secure debt, as well as a mortgage.

1.18 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust or a deed to secure debt, as well as a holder of a Mortgage.

1.19 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Unsubdivided Land, or Private Recreational Tract situated upon the Property, but, notwithstanding any

applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot or parcel of land within the Property, the Owner of such Lot or parcel of land shall be the purchaser under said contract and not the fee simple titleholder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot or parcel of land in the Property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until; such payments are made although the purchaser is given the use of said Lot or parcel of land. The Developer may be an Owner. Other than the Developer, any corporation, partnership, limited partnership, firm, or other type of business entity or association which is an Owner hereunder must designate no more than two individuals who will be authorized to exercise the rights of ownership (including use of the Common Properties) described herein. Such designation must be in writing and delivered to the Developer or the Board. Any changes made in the designation must also be in writing and delivered to the Developer or the Board.

1.20 Property or Properties. The "Property" or "Properties" shall mean and refer to the Property described in Section 2.01 hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions hereof and may include: (1) Residential Lots; (2) Unsubdivided Land owned by the Developer or other Owners; and (3) Common Properties.

1.21 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Georgia relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.22 Recorder. "Recorder" shall mean and refer to the Clerk of the Superior Court of Walker County, Georgia and the successor to that office.

1.23 Undeveloped Land. "Undeveloped Land" shall be land owned by the Developer which is not improved and which has not been designated as Common Property whether subdivided or unsubdivided.

1.24 Unimproved Lot. "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.

1.25 Unsubdivided Land. "Unsubdivided Land" shall mean and refer to all land in the Property described in Section 2.01, hereof, and additions thereto as are subjected to this Declaration or any supplemental declaration under the provisions hereof, which has not been subdivided into or designated as Residential Lots or Private Recreational Tracts, through metes and bounds subdivision plats filed for record in the Office of the Recorder expressly declaring or labeling such portions of the Property for development as such uses. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof:

(1) All lands committed to the Association through express written notification by the Developer to the Association of intent to convey such lands to the Association in the manner provided herein.

(2) All lands designated on the Master Plan for intended use, or by actual use if applicable, for outdoor recreation facilities or nature conservancies.

(3) All lands expressly designated in any way as Common Properties.

ARTICLE II
PROPERTIES. COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to these Covenants, is located in Walker County, Georgia and is more particularly described in Exhibit "A" hereto and additions or amendments thereto. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of erection and maintenance' of entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to these covenants.

The Developer intends to develop the Property in accordance with its Master Plan, as subsequently modified from time to time, as a residential community. The Developer reserves the right to review and modify the Master Plan at its sole option from time to time based upon its continuing research and design program. The Master Plan shall not bind the Developer, its successors and assigns, to adhere to the Master Plan in the development of the land shown thereon except as to the general location and approximate acreage of the Common Properties. The Developer shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Property. Other than as stated in this paragraph, the Developer shall have full power to add to, subtract from or make changes in the Master Plan.

2.02 Additions to Property. Additional lands may become subject to but not limited to, this declaration in the following manner:

(a) Additions. The Developer, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration: (i) all or any part of that property described in Exhibit "B" attached hereto and made apart hereof; and (ii) additional properties in future stages of the Development beyond those described in Exhibit "A" and Exhibit "B" so long as they are contiguous with then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this section shall be made by filing a. Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and

restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in. section 2.01 above.

(b) Other Additions. Upon approval in writing of the Association pursuant to seventy-five percent (75%) of the vote of those present in person or by proxy at a duly called meeting, the Owner of any property who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect on the Property described in Section 2.01 above.

2.03 Common Properties and Improvements Thereon. The Developer may install initially one or more entrance signs to the Development. The signs shall become part of the Common Properties when the Developer conveys the signs to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where: it mayor may not have reserved an easement. These areas shall become Common Properties when conveyed to the Association and the Association shall then become responsible for maintenance of the landscaped areas.

ARTICLE III
COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article III apply solely to the Property described in Exhibit "A", which Property is intended for use as Single-Family Residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserve the right to use or convey such other lots, tracts and parcels with different restrictions.

3.02 Residential Use.

(a) All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants, and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Developer, contain covenants and restrictions applicable specifically to the Lot being transferred in addition to the Covenants and Restrictions contained herein.

(b) "Residential," refers to a mode of occupancy, as used in contradistinction to business or commercial or mercantile activity.

(c) No Lot may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by Developer or the Board in writing.

3.03 No Multi-Family Residences. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time.

3.04 No Business Use. No residence or other structure shall be designed, patterned, constructed or maintained upon any Lot for use in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots.

3.05 Minimum Square Footage. No dwelling containing less than 2,750 square feet of heated area exclusive of open porches, breezeways, garages, attics and basements shall be permitted on any Lot. Heated living area having clear headroom of less than five feet shall not be included in any computation or calculation of heated living area of any dwelling for purposes of this covenant.

3.06 Set-backs.

(a) No building shall be erected on any Lot nearer than the minimum building setback line as shown on the development plat, a copy of which is available from the Developer. For the purposes of this set-back covenant, open porches shall be considered as part of the building. Steps, walkways and driveways shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto.

(b) No building shall be erected on any Lot nearer than 60 feet measured from the center of roadway. No building shall be located nearer than 20 feet to any side lot line or nearer than 30 feet to any rear lot line. Hardship or extraordinary conditions may be reviewed by the committee and in the committee's sole discretion relief may be granted.

(c) Recreational facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back a reasonable distance from property lines (no less than allowable by existing building code and county requirements) and screened from abutting or adjacent Lots and public roads. No outdoor or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site where it is located and is approved by the Committee.

(d) For good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from any of the above set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations, if required.

3.07 Completion of Construction. Any residence being erected on a Lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence. In the construction of a residence upon a Lot, the builder shall keep all debris cleared from the street or streets bounding the Lot; and, before any residence is occupied, all debris must be removed from the entire Lot and any damaged curbs shall be repaired or replaced without the prior written approval of the Developer or the Architectural Review Committee, no construction of any building, out building, or other improvements on the premises shall be commenced prior to construction of the dwelling house. No debris, old lumber or unsightly objects shall be moved onto any Lot in the Development at any time, including the period of construction of the residence thereon. The exterior of every dwelling shall be completed before occupancy.

3.08 Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.09 Frontal Appearance. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said Lots.

3.10 Building Requirements. All residential buildings or structures constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick or siding to compliment the house. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. All homes must have a roof pitch of at least 7/12 and must be guttered in front and rear. All homes must have at least a two-car garage. The

construction of a carport is prohibited. Front steps must be of masonry construction. Each Lot owner will be required to keep telephone and electrical service underground from the power source to the house entrance. No above ground wiring will be permitted. No asbestos siding, masonite siding or vinyl siding shall be used on the front of a dwelling house on any Lot, with the exception that siding may be used for soffits

3.11 Fences. No fences will be allowed on a Lot without the prior written consent of the Developer or the Architectural Review Committee. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location.

3.12 Damage to Streets and Curbs. Any damage done to streets, curbs, gates, fences, or other Common Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a dwelling or other improvement on a Lot, will be repaired immediately at the expense of the Owner.

3.13 Signs. No sign of any character shall permanently be displayed or placed upon any part of a Lot except a sign identifying the residence and owner, the dimensions and design of which shall be subject to the regulations of the Committee.

3.14 Service Area. Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, an electrical service entrance, propane or gas tanks, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials and colors that are harmonious with the home it serves. No homeowner or lot owner shall permit trash, rubbish, or garbage to collect on their lots. All household trash, rubbish, or garbage must be placed in containers of no larger than thirty three (33) gallon capacity, and prior to being placed on the street for pickup, said containers must be kept hidden from street view. They may be placed at street side but only on day of prior arranged pick up. Containers must be removed from street side no later than morning of day following pick up. Burning of trash is prohibited.

3.15 Garages. Garages shall be designed to be compatible with the architecture of the home.

3.16 Landscaping. A landscape plan shall accompany every new home application to the Developer or the Architectural Review Committee.

3.17 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks or makes loud noises. If the barking or loud noises persist, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". Household pets, such as dogs and cats, may be kept or maintained but not exceeding 2 dogs and 2 cats solely as pets for the pleasure and use of homeowner.

3.18 Zoning. Whether expressly stated so or not in any deed conveying anyone or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon. No Lot shall be used for any commercial purpose whatsoever, including, but not limited to public or private campsites.

3.19 Unsightly Conditions. All of the Lots in the Development must, from the date of purchase be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner.

3.20 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development. Owners specifically are prohibited from conducting yard sales, garage sales, or similar activities on any Lot.

3.21 Celebration Lighting and Decorations. All lighting and/or decorations for Christmas or other holidays and/or events must be disconnected and removed from view no later than thirty (30) days following the holiday and/or the event.

3.22 Detached Buildings. No detached garages, outbuildings or servants quarters shall be erected upon any Lot without the prior written consent of the Developer or the Architectural Review Committee. If approved, detached buildings nevertheless must be compatible with the design and exterior composition of the residence on the Lot. Metal, plastic, vinyl, rubberized and similar exterior materials are not acceptable and will not be approved. No tents or campers may be erected or used for human habitation on any Lot. No manufactured housing, mobile home, trailer or other similar, temporary or movable product, or structure for use on a lot as a living area, shall be erected, placed or caused to remain on any lot.

3.23 Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes. The homeowner, or the builder for the homeowner, will furnish and have installed at their cost and expense a grinder pump as manufactured by ZOELLER, Model No. 6040, and wet wall assembly; no substitutions will be permitted. All dwellings shall be connected to a public sewer of the type and quality approved by the state of Georgia Department of Health.

3.24 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Board, or their respective agents, may enter upon any Lot on which a dwelling 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 the Developer or the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the

purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services.

3.25 Tree Removal. No trees or shrubs shall be removed prior to obtaining approval of the Developer or the Architectural Review Committee. The majority of the trees may not be removed from any Lot except in the area of the Lot upon which the house and driveway are to be constructed. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Development.

3.26 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be unsightly, disorderly, in disrepair or offensive.

3.27 Wells. No private wells may be drilled or maintained on any residential Lot without the prior written consent of the Developer or the Architectural Review Committee.

3.28 Antennas. No television antenna over twenty (20) inches, dish, radio receiver or sender or other similar device shall be attached to, or installed on the exterior portion of any dwelling or other structure on the Property or any Lot within the Development without the prior written consent of the Developer or the Architectural Review Committee; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties. All satellite dishes must be located at the rear of the home.

Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

3.29 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer or the Architectural Review Committee is obtained.

3.30 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

3.31 Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view, or hang laundry in full public view to dry

3.32 Mailboxes. Freestanding mailboxes will be erected for each Lot at the street. Mailboxes shall be the same for all Lots, and shall be furnished by the Developer to Builders or Owners, as the case may be, after the construction of a home on a Lot is commenced. The Builder of such home shall pay the cost for the mailbox in the amount of $325.00 directly to the Developer. Only mailboxes furnished by the Developer shall be allowed on Lots within the Development.

3.33 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer or the Board establishing that the overall purpose of these Restrictive Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.34 Vehicle Parking. Motor vehicles owned by Lot Owners or their guests shall be parked only in the Owner's garage, approved outbuilding, or driveway. No inoperable vehicle, tractor, camper, trailer, boats, house trailer, or other machinery or recreational vehicles or clotheslines shall be placed on the Lot. No motor vehicles may remain parked overnight on any street within the Development.

All trucks, trailers, boats, boat trailers, or habitable motor vehicles of any nature, except pick-up trucks and vans, kept on or stored on any part of the property for more than thirty (30) days of any year shall be screened in such a way as not to be obviously visible from the road or adjoining property. No truck larger than one ton in size may be parked or kept on any Lot. No junk or inoperable cars or carts in need of repair may be parked or kept on any Lot.

No inoperable and/or unregistered and/or untagged vehicles will be allowed to be parked on any Lot for more than thirty (30) days. No vehicle will be allowed on any Lot on jacks or blocks for more than three (3) days. All tractors and implements must be stored to the rear of the residence in equipment sheds approved by the Architectural and Landscape Committee.

3.35 Maintenance. Each Lot Owner shall, at all times, maintain in good repair all structures located on such Lot, including driveways and permitted fences, and shall keep all vegetation and landscaping in good and presentable condition.

3.36 Hunting. There shall be no hunting, trapping, unnatural harm to animals, game or water species, nor shall there be any target or trap shooting or discharge of firearms upon any Lot or Common Properties.

3.37 Security Lights. No Owner shall place exterior security lights (whether in trees, on poles, or otherwise) higher than the roof line of the structure being protected. No light shall be emitted from the Lot which is unreasonably bright or causes unreasonable glare.

3.38 Driveways. All driveways, regardless of their composition, shall be constructed utilizing a concrete apron that is contiguous from the paved road surface, extending no less than fifteen (15) feet lengthwise from the road pavement for the full width of the driveway. The concrete apron shall be stamped with a "Belgian block," "brick," or "stone" design in keeping with the exterior finish of the dwelling serviced by the driveway. In its sole discretion, the architectural review committee may allow substitutions to this "stamp crete" or "press crete" concrete finish, but only by the utilization of genuine Belgian block, brick or stone, all of which must be properly installed and set in a foundation or base constructed pursuant to plans approved in advance by the Committee.

3.39 Right of First Refusal. In the event that any Owner desires to sell his or her Lot, the Owner shall notify in writing the Association through the Board of this intent together with price, terms and conditions upon which the Owner is willing to sell to a third party. The Association shall then have an option to purchase the Lot at the aforesaid price, terms and conditions at any time within seven (7) days after the Association has received the written notice. In the event that the Association fails to exercise this option within the stated period, the Owner may proceed to solicit offers from third parties. Upon receipt of any bona fide third-party offer to purchase the Lot, the Owner shall deliver written notice to the Association of the price, terms and conditions offered by the third party; thereupon the Association shall have an option to purchase the Lot at the price and upon the terms and conditions offered by the third party. The Association's option may be exercised at any time within ten (10) days after the Association receives notice of the offer. Unless the Association either (1) fails to exercise its options within the time periods provided herein, or (2) affirmatively waives its option, no Owner shall sell or convey his or her Lot to any third party.

3.40 Violations and Enforcement. In the event of the violation, or attempted violation, of anyone or more of the provisions of these Restrictive Covenants, the Developer, its successors or assigns, or the Association, its successors or assigns, including all parties hereinafter becoming Owners of anyone or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board. Further, the Developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself.

ARTICLE IV
ARCHITECTURAL CONTROL

4.01 Architectural and Design Review.

(a) In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of dwelling placements, which shall be available for all Owners or prospective Owners of Lots.

(b) The Developer shall have sole architectural and design reviewing authority for the Development until the Board has established an Architectural Review Committee in accordance with the Bylaws. When such Committee has been established, the Developer shall transfer reviewing authority to it.

(c) No building, fence, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any dwelling house on any Lot, without any proceedings having been instituted to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(d) The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or Architectural Review Board and shall initially be set at $100.00.

(e) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation

which could cause disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

ARTICLE V
ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these Covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased.

5.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties. The special assessments shall be used for the purposes set forth in Section 6.04 of this Article.

5.03 Amount of Annual Assessments.

(a) On or before the first day of December of each year, the Board (or the Developer if the transfer of governing authority from the Developer to the Board has not yet taken place as described in the Bylaws) will adopt a budget for the upcoming year. The budget will establish the total amount of annual assessments on all Lots in the Development. The amount of annual assessments for the individual Lots will then be determined in

accordance with the Lot Assessment Table attached hereto as Exhibit "D". Each Lot is assigned a numerical value on the Lot Assessment Table. The proportion of a Lot's numerical value to the total sum of all Lots' numerical values will be the same proportion used to determine that Lot's share of the total annual assessment on all Lots.

(b) On the first business day after the Board or the Developer adopts the budget for the upcoming year (or as soon as practicable thereafter) the Board or Developer shall mail a statement to each Lot Owner informing him or her of the amount of the annual assessment for his or her Lot and the due date for payment thereof.

(c) The amount of the annual assessments on all Lots may be increased or decreased by the affirmative vote of at least seventy-five percent (75%) of the Members who are in attendance or represented by proxy at any annual or special meeting of the Association duly called for such purpose. At any such meeting, the Developer shall have the number of votes as provided in section 4.02 of the Bylaws.

(d) Whenever additional land is added to the Development pursuant to section 2.02 hereof, the Lot Assessment Table will be amended to add the new Lots and their numerical values as assigned by the Developer. Such amendment will be made automatically, without the necessity of a vote of the Owners as required for other types of amendments as provided in section 11.02 hereof. The numerical values of existing Lots will not change as a result of such amendment, but the total sum of the numerical value of all Lots will increase. Therefore, each existing Lot's proportionate share of the total annual assessments will decrease as new Lots are added to the Development.

(e) Notwithstanding anything herein to- the contrary, the Developer shall be assessed for only one-third of the amount of the annual assessments determined in accordance with this section for each Lot owned by the Developer.

5.04 Special Assessments for Improvements and Additions.

(a) In addition to the annual assessments authorized by section 6.03 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five percent (75%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting. At any such meeting, the Developer shall have the number of votes as provided in Section 4.02 of the Bylaws.

(b) Except as modified in subsection (a) of this per-Lot amount of Special Assessments shall be determined in accordance with the same procedure and proportions described in section 6.03 hereof.

(c) As with the annual assessments, the Developer shall be assessed for only one-third of the amount of the special assessments for each Lot owned by the Developer.

5.05 Property Subject to Assessment. Only land within the Properties which have been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments. Projected locations for future platted Lots shown on the Master Plat will not be subject to assessment, unless and until such locations are subdivided into Lots, filed of record, and subjected to this Declaration.

5.06 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common properties or by abandonment of his Lot in any other way.

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

(a) The grantee of a utility easement.

(b) All properties dedicated and accepted by a local public authority and devoted to public use.

(c) All Common Properties as defined in Article I hereof.

d) All properties exempted from taxation by the laws of the State of Georgia, upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels or similar classification of the Owners.

5.07 Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement, but not earlier than December 1, 2005.

(b) The amount of the first annual assessment on a Lot shall be based pro rata upon the balance of the calendar year and shall become due and payable on the closing of the Lot. The assessments for any year, after the first year, shall become due and payable the first day of January of said year.

(c) The due date of any special assessment under section 5.04 hereof shall be fixed in the resolution authorizing such assessment.

(d) The Developer or the Board shall be authorized to charge a late fee to any Lot Owner who fails to pay any assessment, annual or special, on or before the due date thereof.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Association is

hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Georgia. Notwithstanding the Association's right to charge a late fee pursuant to section 5.07 (d) hereof, the failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 Sale or Mortgage of Lot. Whenever any Lot may be sold or mortgaged by the Owner thereof, which lease, sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Lot and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or Mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, proceeds of such purchase or mortgage shall be applied by the purchaser or Mortgagee first to payment of any then-delinquent assessment or installments thereof due to the Association before payment of any rent, proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee (s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor (s) and the Lot made prior to the time of such voluntary conveyance, without prejudice. to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

ARTICLE VI
MORTGAGES. MORTGAGEES AND PROCEDURES AND RIGHTS RELATING THERETO

6.01 Register of Owners and Mortgages. The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any Mortgage and the name of the Mortgagee on any Lot, and the recording information which shall be pertinent to identify the Mortgage and Mortgagee. The Mortgagee may, if it so desires, notify the Association of the

existence of any Mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

6.02 Subordination of Lien to First Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

6.03 Amendments. No Amendment to this Article VII shall adversely affect the rights of any First Mortgagee whose Mortgage was recorded prior to the Amendment unless such Amendment is approved by the affirmative fifty-one percent (51%) vote of the Mortgagees of which the Association has been notified in accordance with section 6.01 (based upon one vote for each Lot on which a First Mortgage is held) and who vote within the period of time set by the Board, which shall be at least ten (10) days and no more than sixty (60) days.

6.04 Extension of Benefits to Other Mortgagees. By subordination agreement executed by the Board on behalf of the Association, the benefits of sections 6.02 and 6.03 of this Article may be extended to Mortgagees not otherwise entitled thereto.

6.05 Mortgagees' Approval of Certain Actions. Unless at least fifty-one percent (51%) of the First Mortgagees of which the Association has been notified in accordance with Section 6.01of the Lots have given their prior written approval (based upon one vote for each Lot on which a First Mortgage is held) in accordance with and within the time periods set out in Section 6.03, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned, directly or indirectly, by the Association;

(b) By act or omission change, waive or abandon, the maintenance of the Common Properties or the upkeep thereof; or

(c) Use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Common Properties.

6.06 Notice of Default to First Mortgagees. If requested by a First Mortgagee, the Association shall notify each First Mortgagee of any default by the Mortgagor of a Lot in the

performance of said Mortgagor's obligations under this Declaration which is not cured within sixty (60) days.

6.07 Examination of Books. Each Owner and each Mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours.

ARTICLE VII
OWNER COMPLAINTS

7.01 Scope. The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use or enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or of the Board of Directors of the Association.

7.02 Grievance Committee. There shall be established by the Board a Grievance Committee (referred to in this Article as the "Committee") to receive and consider all Owner complaints. The Committee shall be composed of the President of the Association and two other Owners appointed by and serving at the pleasure of the Board of Directors.

7.03 Form of Complaint. All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 11.03 for sending notices.

7.04 Consideration by the Committee. Within twenty (20) days of receipt of a complaint, the Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reasons therefor within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if complainant does not, the decision shall be final and binding upon the complainant.

7.05 Hearing Before the Committee. Within ten (10) days after notice of the decision of the Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two members of the Committee and may be adjourned from time to time as the Committee in its discretion deems necessary or advisable. The Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in section 7.07, the decision shall be final and binding upon the complainant.

7.06 Questions of Law. Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7.07 Questions of Fact; Arbitration. If there shall be any dispute as to any material fact, either the Committee or the complainant may, at their option, within ten (10) days after notice of

the decision as provided for in section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Committee. In the event of arbitration, each party shall bear one-half of the expense thereof.

7.08 Exclusive Remedy. The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

7. 09 Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Committee incident to such complaint shall be deemed a Common Expense of the Association.

ARTICLE VIII
REMEDIES ON DEFAULT

8.01 Scope. Each Owner shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

8.02 Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest and expenses as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner.

8.03 Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in section 8.02, be entitled (1) to charge and collect pre- and post-judgment interest upon the amount of the judgment (including any. awarded expenses) at the highest rate allowed by law, and (2) to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorneys' fees.

8.04 Waiver. The failure of the Developer, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any part payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

8.05 Election of Remedies. All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of anyone or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE IX
EMINENT DOMAIN

9.01 Board's Authority. If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

(a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

(b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

(c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

9.02 Notice to Owners and Mortgagees. Each Owner and each First Mortgagee on the records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

9.03 Reimbursement of Expenses. The Developer and/or Board shall be reimbursed for all attorneys', engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

ARTICLE X
GENERAL PROVISIONS

10.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, and shall be effective for a period of twenty (20) years following the Effective Date hereof, and may be continued thereafter as provided by Georgia law.

10.02 Amendments. Except as otherwise provided herein, this Declaration may be amended only in accordance with the following procedure:

(a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and, if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment shall also be sent to each Mortgagee listed upon the register of the Association.

(b) At any such meeting of the members of the Association, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in Section 4.02 of the Bylaws. Any amendment which adversely affects the rights of the Mortgagees must be approved by an affirmative seventy-five percent (75%) vote of the Mortgagees of which the Association has been notified in accordance with Section 6.01 hereof (based upon one vote for each Lot on which a First Mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

(c) An amendment adopted under Subsection (b) of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this section.

(d) The certificate referred to in Subsection (c) of this Section shall be in substantially the following form:

CERTIFICATE

I, Wanda F. Vittiglio, do hereby certify that I am the Secretary of Turkey Run Subdivision, and that the within amendment to the Declaration of Covenants and Restrictions of Turkey Run Lane was duly adopted by the Owners of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 31st day of December, 2005

Wanda F. Vittiglio

Wanda F. Vittiglio, Secretary,
Turkey Run Subdivision Homeowner's
Association, Inc.

10.03 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Turkey Run Subdivision Homeowner's Association, Inc.
% Wanda F. Vittiglio, Secretary
159 Valley View Drive
Flintstone, GA 30725

The address for the Board, the Association, or any officer thereof may be changed by the secretary or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new address or addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

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

10.05 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

10.06 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.08 Law Governing. This Declaration is made in the state of Georgia, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that state.

10.09 Effective Date. This Declaration shall become effective upon its recording in the Office of the Clerk of Superior Court of Walker County, Georgia.

IN WITNESS WHEREOF, the Developer has executed, or caused to have executed by its duly authorized officers this Declaration on the date first above written.

JJG & COMPANY, INC. A Georgia Corporation

By: _____
John B. Vittiglio, President

Signed, sealed and delivered this 13 day of March 2006, in the presence of:

_____
Unofficial Witness

_____ My commission Expires: My Commission Expires Nov. 29, 2009
Notary Public

STATE OF ~~TENNESSEE~~ Ga:
COUNTY OF ~~HAMILTON~~ Catoosa

Personally appeared before me, ~~Richard W. Buhrman~~ Angela C. Curtis, Notary Public at Large for the State of ~~Tennessee~~, John B. Vittiglio, with whom I am personally acquainted, and who acknowledged that he is the President of JJG Company, Inc., a Georgia Corporation and the Developer referred to above, and is authorized by the said Developer to execute this instrument in his capacity as President of the Developer.

WITNESS my hand, at office, this 13th day of March 2005.

_____ My Commission Expires: My Commission Expires Nov. 29, 2009
Notary Public

NOTARY PUBLIC Catoosa County GA

EXHIBIT "A"

Property Subject to the Declaration

See Copy of Deed Attached

Easement DB 1213 PG 645 T/T pd $240.00

589

Walker County, GA
Filed and Recorded in this office 10/15 2002 9 AM
Recorded in Deed Book 1119 Page 589-590
Bill McDaniel, Clerk

Walker County, Georgia
Real Estate Transfer Tax
Paid $ 240.00
Date 10/15/02
Clerk of Superior Court

Record & return to:
First Title Insurance
1303 Carter Street
Chattanooga, TN 37402
File: First Title: 02-8125

WARRANTY DEED

This Indenture, made this 11th day of Oct in the Year of Our Lord Two Thousand and Two between **DAVID DRAKE** of the first part, and **WANDA HAGER VITTIGLIO,** of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part her heirs, successors and assigns, the following described property to wit:

All that tract or parcel of land situated, lying and being in Original Land Lots Nos. 145, 146 and 180 in the 9th District and 4th Section of Walker County, Georgia, and being more particularly described as follows: START at the Northwest corner of Land Lot 180 and from said starting point running thence along the North line of Land Lot 180 South 89 degrees 19 minutes 53 seconds East 432.91 feet to the beginning point of the property herein described, which is marked with a concrete monument, and from said beginning point running thence along the North line of Land Lot 180 South 89 degrees 19 minutes 53 seconds East 1,571.32 feet; thence North 0 degrees 48 minutes 41 seconds East 200 feet; thence South 89 degrees 51 minutes 47 seconds East 765.42 feet, more or less, to a point on the Westerly right-of-way line of Japonica Street; thence South 6 degrees 01 minutes 57 seconds East 50 feet; thence North 89 degrees 51 minutes 47 seconds West 66.27 feet, more or less, to the center line of a certain branch which generally runs in a Northwesterly and Southeasterly direction across the Southwest corner of Land Lot 146; thence along and with the center line of said branch in a Southeasterly direction 160 feet, more or less, to the point where the center line of said branch intersects the South line of Land Lot 146; thence North 89 degrees 51

EXHIBIT A

along the South line of Land Lot 146 and continuing along the South line of Land Lot 145 a total distance of 666.50 feet; thence along a fence South 22 degrees 28 minutes 36 seconds West 837.64 feet; thence North 89 degrees 14 minutes 44 seconds West 1,335.15 feet; thence North 0 degrees 40 minutes 07 seconds East 775 feet to the point of beginning.

For prior title see deed recorded in Book 941, Page 286, and Book 955, Page 243, in the Office of the Clerk of the Superior Court of Walker County, Georgia.

SUBJECT TO Any governmental zoning and subdivision ordinances and regulations in effect thereon.

SUBJECT TO Utility easement recorded in Book 474, Page 432, said Clrk's Office.

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To Have and To Hold the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise pertaining to the only proper use, benefit, and behoof of **WANDA HAGER VITTIGLIO**, the said party of the second part, her heirs, successors, executors, administrators and assigns in fee simple.

And the said party of the first part, his heirs, successors, executors and administrators, will *warrant and forever defend* the right and title to the above described property unto the said party of the second part, her heirs, successors, executors and administrators, against the claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

DAVID DRAKE

Notary Public

My commission expires: 8/19/02

RAYMOND A. FOX, JR. NOTARY PUBLIC AT LARGE HAMILTON CO. TN

EXHIBIT "B"

Property Owned by the Developer That May Become Subject to the Declaration

See Copy of Deed Attached

Paid TT
105.00

Walker County, Georgia
Real Estate Transfer Tax
Paid $ 105.00
Date 11-18-03
Bill McDaniel
Clerk of Superior Court

Walker County, GA
Filed and Recorded in this office 11-18 2003 2:00 PM
Recorded in Deed Book 1212 Page 343 - 344
Bill McDaniel, Clerk

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52186-03
After Recording Return To:
Woods Christian Title Agency
110 Howard St., Rossville, GA 30741

WARRANTY DEED
WITH RIGHT OF SURVIVORSHIP

THIS INDENTURE, Made the 13th DAY OF November 2003

by and between

GEORGE T. PATTERSON,

as party or parties of the first part, hereinafter referred to as "Grantor", and

JOHN B. VITTIGLIO and WANDA HAGER VITTIGLIO,

as party or parties of the second part, hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and plural,

WITNESSETH

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, does hereby sell, grant and convey unto the Grantees herein for and during their joint natural lives, with the remainder over upon the death of either of them, to the survivor of them, the following described real estate to-wit:

SEE EXHIBIT "A" ATTACHED

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the Grantee, as outlined above creating an estate similar to an estate by the entireties at common law.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

(Seal)
GEORGE T. PATTERSON

EXHIBIT B

Notary Public 2-13-2024

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EXHIBIT "A"

All that tract or parcel of land lying and being in Original Land Lot No. 145 in the Ninth (9th) District and 4th Section of Walker County, Georgia, being more particularly described as follows: Beginning at a point on the west line of a 50 foot private right of way now or formerly known as Brookhaven Drive, a distance of 570.93 feet south, as measured along the west line of said 50 foot private drive, from its intersection with the south line of Eagle Cliff Road; which point is the south line of the Carruth property as described in Deed Book 1127, Page 313, Walker County, Georgia Deed Records; thence South 01 degree 31 minutes 54 seconds east, along a fence line and the Thompson property, as described in Deed Book 591, Page 206, Walker County, Georgia Deed Records, a distance of 763.62 feet to an iron pin found on the line dividing Land Lot Nos. 145 and 180; thence South 88 degrees 14 minutes 20 seconds west, along the line dividing Land Lot Nos. 145 and 180, a distance of 720.65 feet to an iron pin found on the east line of the Lassiter property (Deed Book 502, page 505, Walker County, Georgia Deed Records); thence North 01 degree 30 minutes 13 seconds west, along the east line of said Lassiter property, and a fence line, a distance of 771.10 feet to an iron pin found on the south line of the Carruth property; thence North 88 degrees 49 minutes 58 seconds east, along the south line of said Carruth property, a distance of 720.73 feet to the point of beginning.

Subject to and together with the right of ingress, egress and the installation and maintenance of public utilities over the 50 foot easement formerly known as Brookhaven Drive. See Deed Book 666, Page 680, Walker County, Georgia Deed Records for further reference to this easement.

EXHIBIT "C"

Initial Text of Bylaws of Turkey Run Subdivision Homeowner's Association, Inc.

See Copy of Bylaws Attached

EXHIBIT "D"

Lot Assessment Table

For use in calculation annual and special assessments for individual Lots.

Lot No.	Numerical Value	Proportion	Percentage

All twenty-two (22) lots in the subdivision have the same pro rata share of annual and special assessments, namely 4.545%.