



Covenants of the Nelson Hill Subdivision

Table of Contents

Disclaimer 5

ARTICLE I - DEFINITIONS..... 6

ARTICLE II - PROPERTY RIGHTS..... 8

2.01 - General 8

2.02 - Owner's Right to Ingress, Egress, Use and Support 9

2.03 - Easement of Encroachment 9

2.04 - Use of Common Area 9

2.05 - Acknowledgment of Rights of Use 10

2.06 - Conveyance of Common Area 10

2.07 - Rules and Regulations 10

2.08 - Construction and Sale Period 11

2.09 - No Partition 11

2.10 - Easements for Utilities, etc. 12

2.11 - Assignment of Declarant's Rights 12

2.12 - Easement for Walks, Trails, Signs and Perimeter Walls 13

ARTICLE III - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS..... 14

3.01 - Membership 14

3.02 - Multiple Owners 14

3.03 - Voting 14

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS 16

4.01 - Creation of the Lien and Personal Obligation for Assessments 16

4.02 - Purpose of Assessments 16

4.03 - Maximum Annual Assessment 18

4.04 - Special Assessments for Capital Improvements 18

4.05 - Notice and Quorum for Any Action Authorized Under Sections 3 and 4 18

4.06 - Uniform Rate of Assessment 19

4.07 - Certificate as to Assessment..... 19

4.08 - Effect of Nonpayment of Assessments..... 19

4.09 - Subordination of the Lien to Mortgage..... 19

ARTICLE V – ASSOCIATION POWERS AND RESPONSIBILITIES 20

5.01 - In General 20

5.02 - Maintenance 21

5.03 - Insurance and Casualty or Liability Losses	22
5.04 - Pond Easement and Obligations.....	25
ARTICLE VI - CONDEMNATION	28
ARTICLE VII ANNEXATION OF ADDITIONAL PROPERTY.....	29
7.01 - Annexation Without Approval of Class "A" Membership	29
7.02 - Annexation With Approval of Class "A" Membership.....	30
7.03 - No Restrictions	30
ARTICLE VIII ASSESSMENTS	31
8.01 - Creation of General Assessment	31
8.02 - Creation of the Lien and Personal Obligation of Assessments.....	31
8.03 - Computation of General Assessments	32
8.04 - Special Assessments.....	32
8.05 - Effect of Non-payment of Assessments; Additional Maintenance Fee.....	32
8.06 - Commencement of Assessments.....	33
ARTICLE IX ARCHITECTURAL STANDARDS	34
9.01 - New Construction Review Board.....	34
9.02 - Modifications Committee	34
9.03 - Approval of Sanitary Disposal Systems	35
ARTICLE X MORTGAGEE'S RIGHTS	37
10.01 - Notice of Action.	37
10.02 - Payment of Taxes.....	37
10.03 - No Priority	37
10.04 - Notice of Default	37
ARTICLE XI GENERAL PROVISIONS	38
11.01 - Coverage and Term	38
11.02 - Amendment.....	38
11.03 - Variances and Waiver of Restrictions.....	39
11.04 - Indemnification	39
11.05 - Merger and Subdivision Lots	39
11.06 - Severability.....	39
11.07 - Reservation From Lot Conveyance	40
11.08 - Incorporation by Reference	40
ARTICLE XII USE RESTRICTIONS	41

12.01 - Permanent Structures	41
12.02 - Temporary Structures	41
12.03 - Approval of Plans	42
12.04 - Construction Criteria and Requirement of Compliance with Law	42
12.05 - Building Criteria	42
12.06 - Limitations of Construction	42
12.07 - Commencement of Construction and Occupancy of Residential Units	43
12.08 - Signs and Billboards	43
12.09 - Unsightly or Unkept Conditions	43
12.10 - Oil and Mining Operations	43
12.11 - Storage and Disposal of Garbage and Refuse	44
12.12 - Annoyance or Nuisances	44
12.13 - Pets	44
12.14 - Drainage	45
12.15 - No Antennas, etc.	45
12.16 - Prohibition of Timesharing	45
12.17 - Prohibition of On-Street Parking	45
12.18 - No Waiver	45

Disclaimer

This document is a true reflection of the Nelson Hill Covenants located in the Lowndes County Records Archive BK 04456 PG 00093 filed on 10/26/2009 at 4:51PM. This document was created to make it easier for homeowners to search and find answers in regards to the Covenants for the Nelson Hill Subdivision.

ARTICLE I -
DEFINITIONS

1.01 "Association" shall mean and refer to Nelson Hill Property Owners Association, Inc., its successors and assigns.

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

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

1.04 "Board of Directors" shall mean the Board of Directors of the Nelson Hill Property Owners Association.

1.05 "Common Area" shall mean all areas (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the Lot is any of the Properties prepared for common parking or other amenities showing the association as the owner of record by deeds; and the Common Area shall include those areas, regardless of ownership, requiring gardening, mowing or other cleaning to maintain the appearance of the Properties. Also, the initial phase of Nelson Hill Subdivision shall include the islands, green space, and pond identified on the above-referenced map or plat of survey. Declarant reserves the right to dedicate additional parcels to the Common Area. However, no portion of the Properties reserved by Declarant for future phase is to be considered Common Area under this definition until such time as Declarant conveys it to the Association.

1.06 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties but not including the Common Area.

1.07 "Declarant" shall mean and refer to NELCO, INC., and its subsequently appointed successors and assigns.

1.08 "Party Wall" shall mean the wall that divides adjoining Properties or Lots and in which each of the Properties or Lots owners share rights.

1.09 "New Construction Review Board (NCRB)" shall initially mean and refer to the Declarant, or an assigned representative, and two outside members as nominated by the Declarant. All initial members shall serve one-year terms. While the Board requires five (5) members, three constitute a quorum for the purpose of executing the duties of the NCRB.

1.10 "Modification Committee" shall mean and refer to any three (3) of five (5) members of the NCRB and shall function on a case-by-case basis for the purpose of approving or disapproving alterations, additions, or removals to Lots within the subdivision.

ARTICLE II -
PROPERTY RIGHTS

2.01 - General Every owner shall have a right and easement of enjoyment in and to the Common Area that is subject to any restrictions, limitations, or provisions contained in this Declaration and shall be appurtenant to and shall pass with the title to every Lot. Such right and easement may be exercised by the Owner and the members of the Owner's family and his or her licensees and invites, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following reservations, rights and provisions:

(a) the right of the Association to suspend an Owner's voting rights, if any, and the right to use the facilities as may be located on the Common Area for any period during which any assessment, if any, of the Association or such other association as may be made a part of the Properties against Owner's property remains unpaid and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Declarant or the Association, with the approval of Declarant, to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the Nelson Hill Subdivision, the Additional Property, or the Properties or any portions thereof;

(c) the perpetual, alienable and transferable easement and right reserved to the benefit of Declarant and its successors and assigns including Builder Owners to enter and travel upon, over, and across the Common Area for the purpose of completion and repair of improvements to be located on the Properties or Additional Property, together with the easement in and to the Common Area for the maintenance of signs, sales offices, construction offices, business offices, and model Residential Units, together with such other facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the completion, improvement and/or sale of Lots, Residential Units, or the Additional Property, so long as Declarant owns any Lot or Residential Unit primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Property;

(d) the perpetual alienable and transferable right and easement reserved to the benefit of the Declarant in, over and across the Common Area to construct lakes or ponds, such easement and right to include by way of example and not limitation, dredging of areas for the creation of such lakes or ponds, and the drainage and discharge of surface waters onto and across the Common Area to the objective of creating such lakes or ponds. The creation of any lake or pond pursuant to the terms of this easement shall not alter the boundaries as might

exist between any and all Lots and the Common Area as otherwise might exist prior to the construction and improvement of the Common Area with such lakes or ponds,

(e) the perpetual, alienable and transferable right and easement reserved to the benefit of the Declarant and its successors and assigns in interest in, over and across the Common Area for the purpose of drilling wells for water and for the purpose of extracting water therefrom from active water wells as might exist on the Common Area at any time, whether such wells exist prior to the date of the recordation of this Declaration or thereafter provided that such wells shall be limited to the benefit of the Nelson Hill community, the Additional Property, or the Properties or any portions thereof.

2.02 - Owner's Right to Ingress, Egress, Use and Support

Every Owner shall have the right of ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot or Residential Unit and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Residential Unit and shall be subject to the terms of this Declaration

2.03 - Easement of Encroachment

If any portion of the improvements constructed on Common Area encroaches upon a Lot or any improvement constructed on a Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, to an extent greater than five (5) feet, no such easement shall exist.

2.04 - Use of Common Area

Other than for the right of ingress and egress and the normal intended use as interpreted by the Declarant, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area without prior approval of the Board of Directions of the Association, and no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Declarant or a Builder/Owner in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

2.05 - Acknowledgment of Rights of Use

Each Owner and each member of the Association, by acceptance of a deed or contract for deed to any Lot or Residential Unit in Nelson Hill, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

2.06 - Conveyance of Common Area

The Association covenants to accept title to all or portions of the Common Area when offered by the Declarant.

2.07 - Rules and Regulations

The Board of Directors of Nelson Hill Property Owners Association, Inc. may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, privileges, or licenses existing in Declarant, its successors and assigns. Such rules and regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents until and unless such rule, regulation, or requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its rules and regulations, and monetary fines may be collected by lien or foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of its rules and regulations, as well as to proceed judicially to enjoin and abate violations of such rules and regulation as if such rules and regulations were use restrictions contained herein as covenants on the Properties.

2.08 - Construction and Sale Period

Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and all Builder/Owners to maintain and carry on upon such portion of the Properties as the Declarant may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to construction upon or sale of any of the Property or Additional Property, including, without limitation, business offices, signs, model homes, and sales offices, so long as construction on or offering for sale by Declarant or a Builder/Owner of all or any portion of the Properties or Additional Property, including Lots and Residential Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and Residential Units owned by Declarant or Builder/Owners as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area. Furthermore, Declarant reserves the right, during installation of streets or other facilities, as shown on and Subdivision Plat or plat of any Phase, to enter onto any Lot or Lots for the purpose of disposing of excavation, if necessary, provided that such Lot or Lots have not been conveyed to and/or contracted for or by any other Owner or Owners.

2.09 - No Partition

Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration

2.10 - Easements for Utilities, etc.

There is hereby reserved to the Declarant for as long as Declarant's right to annex Additional Property exists and thereafter to the Association, the power to grant blanket easements upon, across, over, and under all of the Property, including Lots, for ingress, egress, installation, replacement, repair, and maintenance of master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided this easement shall not authorize entry into or cause physical damage to any structure as might exist unless owned by Declarant if the Declarant is so acting or the Association if the Association is so acting. In furtherance of this easement, from and after such time as the Association is empowered as referred to herein, the Board shall, upon written request of Declarant, grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A" or the Additional Property. In addition, Declarant reserves the easements and rights. of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant determines to install in, across, and/or under the Properties; provided, however, Declarant reserves the right to relocate, make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

2.11 - Assignment of Declarant's Rights

Declarant may assign its rights as Declarant to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property or Additional Property for the purpose of development and sale. Declarant, however, unless otherwise specifically assigned, shall, so long as it owns any interest in the Nelson Hill community, retain all Class "B" votes despite any such transfer or assignment. Declarant reserves the right to amend or revise the Restrictive Covenants of Nelson Hill Subdivision at his sole discretion. Prior to any assignment of Declarant's rights, Declarant has the final decision-making authority on all matters in any way affecting Nelson Hill Subdivision as described herein.

2.12 - Easement for Walks, Trails, Signs and Perimeter Walls

It is hereby reserved for the benefit of the Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across (i) those strips of land ten (10) feet in width located along and adjacent to the exterior boundaries located adjacent to street and roads for all Lots, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of the Declarant, the Association, and their respective successors ad assigns, the alienable, transferable and perpetual right and easement upon, over and across those strips of land fifteen (15) feet in width located along those boundaries of all Lots that constitute part of the perimeter boundary of the Property, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Property, provided that Declarant nor the Association shall have any obligation to construct any such perimeter wall or fence.

ARTICLE III -
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 - Membership

Subject to Section 3.02 of this Article, every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration and assessment shall have a membership in the Association and shall be responsible for payment of monthly dues as set by the Nelson Hill Homeowner's Association. The foregoing is not intended to include persons who had an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

3.02 - Multiple Owners

No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned; provided, however, multiple use rights for multiple Owners shall exist subject, however, to the right of the Board of Directors to regulate and limit use by multiple owners. The rights and privileges of membership, including the right to vote, may be exercised by a member.

3.03 - Voting

The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" members shall include all Owners, including Builder/Owners, with the exception of the Declarant and Class "B" members. Class "A" membership shall initially be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges in the following instances:

(i) At such time as the Class "B" members shall so designate by notice in writing delivered to the Association, or

(ii) Upon recordation of the plat of Nelson Hill Subdivision for Nelson Hill, LLC, whichever shall occur first.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

(1) Any increase in the maximum Annual Assessment requiring the vote of the Association members under § 4.03 of Article IV hereof; and

(ii) Any proposal that a special assessment be levied by the Association under § 4.04 of Article IV hereof.

(b) Class "B" The Class "B" membership shall be comprised by the Declarant and shall be entitled to vote on all matters and all events. The Class "B" membership shall automatically terminate and cease to exist at such time as the Declarant has finished developing Nelson Hill Subdivision and sold all Lots in Nelson Hill, or as Declarant may designate, in his sole discretion, by notice in writing delivered to the Association, in which event each Class "B" member shall be and become a Class "A" member.

Voting. When entitled to vote, Class "A" members shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. The Class "B" member(s) shall be entitled to ten (10) votes for each Lot owned.

ARTICLE IV -
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 - Creation of the Lien and Personal Obligation for Assessments

Each owner of any Lot acceptance of a deed therefore, except with respect to lots owned by Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall not be liable for annual assessments or charges for any Lot owned by Declarant during any time at which the Declarant is the owner of Class "B" membership. At such time Declarant's Class "B" membership is converted to Class "A" membership, as provided in Article III, Declarant shall thereafter be liable for annual assessments and charges in the same manner as all other Class "A" members.

4.02 - Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Nelson Hill Subdivision and for the improvements and maintenance of the Common Area. Annual assessments may include, and the Association may require and pay for out of the funds derived from annual assessments, as applicable, the following:

- (a)** Ground maintenance, landscaping and repair of the Common Areas and unsold Lots. Common Areas to include, but are not limited to, walking trails, easements, detention areas, signage within the easements along (Name of Road), and common acreage as green space that cannot be developed.

- (b)** Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Areas, including, but not limited to, maintenance charges associated with any lift station, which is required to provide sewer service to any portion of the subdivision,

- (c)** Acquisition of furnishings and equipment for the Common Areas as may be

determined by the Association, including, without limitation, all equipment and furnishings necessary or proper for the use of the entrance areas and for security personnel and other such measures.

(d) Expense for security personnel and other necessary personnel;

(e) Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;

(f) Liability insurance insuring the Association against any and all liability to the public, arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with the laws of the State of Georgia, and any other insurance deemed necessary by the Board of Directors.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(j) In the event the need for exterior maintenance or repair is attributable to the willful or negligent act of the Owner of a Lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Lot is subject.

(k) For the purpose of general community improvements and maintenance for such items as the pond and clubhouse.

4.03 - Maximum Annual Assessment

The maximum annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot (exclusive of any assessments imposed pursuant to § 4.02) above). The annual assessment shall be due on the 1st day of January of each year, beginning on January 1, 2009. At the time of a conveyance of a Lot after January 1, 2009, a prorated assessment shall be paid for the remaining portion of the year. Annual assessments may be paid on a monthly or other basis as determined by the Board of Directors of the Association. The maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership of the Association. The maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of all votes of all classes of members who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.04 - Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixture and personal property related thereto, provided that any such assessment shall have the assent of a majority of all votes of all classes of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.05 - Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all votes of all classes of membership shall constitute a quorum.

4.06 - Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots.

4.07 - Certificate as to Assessment

The Association shall, upon demand by and Lot Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.08 - Effect of Nonpayment of Assessments

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. No Owner shall convey, sell, or encumber any Lot which has an outstanding assessment, without first satisfying the assessment, or paying the same at closing.

4.09 - Subordination of the Lien to Mortgage

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

ARTICLE V –
ASSOCIATION POWERS AND RESPONSIBILITIES

5.01 - In General

A. Common Area.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements and landscaping thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or contemplated.

B. Services.

The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Declarant and Association may, but shall not be required to, arrange as an Association expense with others to furnish trash collection, security, cable television, and other common services to each Lot or Residential Unit. Each individual lot owner recognizes that the subdivision lots are in a special tax lighting district in order to provide street lights, and will be taxed annually by Lowndes County.

C. Personal Property and Real Property for Common Use.

The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

D. Enforcement of Restrictions.

The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

E. Power to Assess.

The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

F. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles of Incorporation and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

5.02 - Maintenance

A. Association Responsibility.

The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all streets, curbs, drainage, water or sewer systems, landscaping and other floral structures, and any other improvements situated upon the Common Area which are owned by the Association.

B. Owner's Responsibility. Subject to Article X hereof, the maintenance responsibility of an Owner shall be as follows:

(1) All maintenance of Lots or Residential Units, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owner of such Lot or Residential Unit.

(2) In the event the Board of Directors of the Association determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner subjected to this Declaration or his or her family, guests, or lessees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to pay such amount claimed; or, in the event such maintenance is to the Owner's Residential Unit or Lot, complete said maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within the fifteen (15) day period, to commence such work which shall be completed within a reasonable time.

5.03 - Insurance and Casualty or Liability Losses

A. Insurance.

The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000) each occurrence limit (combined single (C.S.L.) for bodily injury and property damage), Two Million Dollar (\$2,000,000) general aggregate, C.S.L. and Two Million Dollar (\$2,000,000) products/completed operations aggregate, C.S.L. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the common expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the fact amount of the policy in determining whether the insurance at least equals the full replacement cost. The Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the Owners affected by a casualty against which the Association is required to insure, provided, however, that the amount of deductible which can be allocated to any one Owner shall not exceed \$1,000,000 per casualty loss.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (1)** All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of B+ or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.
- (2)** All policies on the Common Area shall be for the benefit of the Owners and their mortgagees, as their interests may appear.
- (3)** Exclusive authority to adjust losses under policies in force on any portion of the Properties, including Common Area, obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (4)** In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(5) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available, with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Lowndes County, Georgia area.

(6) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide the following:

(a) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents and guests.

(b) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(c) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(d) that no policy may be canceled, invalidated or suspended on account of any defect or of the conduct of any director, officer, or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner or mortgagee; and

(e) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

B. Disbursement of Proceeds.

Proceeds of insurance policies shall be disbursed as follows:

(1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owners or Owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(2) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be distributed in the manner as provided for excess proceeds in Section C4.02(a) hereof.

C. Damage and Destruction.

(1) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(2) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association and the Declarant shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(3) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective owner or Owners in a neat and attractive condition.

D. Repair and Reconstruction.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

E. Lot Owner's Responsibility.

By virtue of taking title to a Lot, each Owner of a Lot covenants and agrees with all other Owners and with the Association to carry risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots. Each Owner further covenants and agrees that in the event of a portion loss or damage and destruction resulting in less than total destruction of any structure located on a Lot, he or she shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Residential Unit is totally destroyed or rendered uninhabitable or unusable and the Owner thereof determines not to rebuild or reconstruct, then that Owner shall clear that Lot of all debris and return it to substantially the

natural state in which it existed prior to the beginning of construction. The obligation of a Lot Owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an association of owners on his behalf.

F. Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Declarant, Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member, any member of a Member's immediate household, or a Member's guests, invitees, agents, servants, or contractors for any injury or damage sustained in an area of common responsibility, the Common Area, or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Units.

5.04 - Pond Easement and Obligations

A. Easement to Association in Relation to Pond.

It is hereby reserved for the benefit of the Association together with its lawful agents, employees, successors and assigns, the perpetual, alienable and transferable right and easement to enter upon the pond for the purpose of constructing an island and gazebo associated therewith and reasonable improvements or amenities, whether functional or aesthetic, into, on and across the pond for the benefit of the Association and its members. The pond shall also be subject to the perpetual, alienable and transferable right and easement to the Association for the purposes of maintaining each such improvement with is so constructed. Any and all such improvements, amenities or other structures shall, prior to commencement of construction, be approved in writing, by the Declarant.

B. Pond Maintenance. The water of the pond shall be maintained by the Association. The shoreline and banks along and around the pond shall be maintained, including mowed and weeded, by the Association.

C. Lot Easement in Relation to Pond. There is hereby reserved for the benefit of the Declarant and the Association, together with their lawful agents, employees, successors, and assigns, the perpetual, alienable and transferable right and easement to enter upon any unimproved portion of Lots which are located within thirty (30) feet from the water's edge of the pond, for the purpose of mowing such area and keeping the same free and clear from unsightly growth and trash, as well as for the purpose of maintaining such pond, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards including, but not limited to, the application of fertilizer to the pond and the removal of underbrush, stumps, or other vegetation or natural portions of such inimicable to the aesthetics or water quality of the pond; provided, however, that no trees, underbrush, stumps, or other vegetation or natural portions of such area may be removed or otherwise altered if such are regulated by any state or federal agency or department including, but not limited to, the Georgia Department of Natural Resources, Environmental Protection Division and the United States Environmental Protection Agency, and United States Army Corp of Engineers. Any expense of such maintenance or mowing which is the responsibility of another pursuant to Section B4.02 of this Article shall be assessed against such other by the party incurring the expense.

E. Restriction on Use of Pond.

(1) All boats, canoes, or other watercraft of any type, whether gas or petroleum product powered or otherwise propelled, are strictly prohibited on the into the pond for any reason is strictly prohibited.

(2) Nothing herein contained shall require the Association or the Declarant or their lawful successors and assigns to maintain the water level of the pond at any certain level, nor are any of the foregoing parties bound to maintain the pond free from diminution or pollution except as to the extent that the Association is required to maintain the pond aforesaid.

(3) There is hereby reserved for the benefit of the Declarant and the Association in and through the pond the perpetual, transferable and alienable right and easement to construct any type of improvements or amenities, whether functional or aesthetic, into, on and across the pond for the benefit of the Declarant, the Association, its members and the Properties as might be owned by Declarant, including any and all of the Additional Property.

(4) Each Lot Owner, whether their Lot fronts or abuts on the pond or not, is expressly granted the privilege to fish in the pond under the following conditions:

(a) No fishing shall be permitted except by rod and reel, or pole, hook and line;

(b) Fishing limits shall be those established by the laws of the State of Georgia or as expressly designated by the Declarant or the Association.

(5) Access to the pond for the limited purposes of exercising fishing rights as herein provided shall not interfere with or otherwise trespass upon private property rights of Lot Owners or the Declarant and access rights across any Lot or property owned by the Declarant, for purposes of entry onto the pond are not to be implied under the terms hereof nor any rights expressly granted. Access to the pond shall be only via areas designated by the Declarant or the Association.

(6) The Declarant and Association reserve the right to lower the water level of the pond at any time for any action deemed in the sole discretion of the Board of Directors or Declarant necessary including restocking of the pond or permitted irrigation.

(7) Each Owner, using the pond, whether for fishing or walking purposes by acceptance of a deed to a Lot and use of the pond agrees to and shall defend and hold harmless the Declarant, its lawful successors and assigns and the Association and its officers, directors and agents from and against any and all damages and injury, including death, to person or property which damage or injury arises out of or is in connection with such Owner's, or their respective guests or family members use or enjoyment of the pond, except for any such damage or injury which arises solely from the negligence of the Declarant or the Association.

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award of funds or remaining net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VI -
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award of funds or remaining net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VII
ANNEXATION OF ADDITIONAL PROPERTY

7.01 - Annexation Without Approval of Class "A" Membership

As the Owner thereof, or if not the owner, with the consent of the Owner thereof, Declarant shall have unilateral right, privilege, and option (but not the obligation), from time to time at any time until twenty (20) years from the date this Declaration is recorded in the Lowndes County, Georgia Official Records, to subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the Additional Property, whether in fee simple or leasehold, by filing in the Lowndes County, Georgia Real Property Records, an amendment or Supplemental Declaration annexing such property. Such amendment to this Declaration or Supplemental Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for records of such amendment or Supplemental Declaration, unless otherwise provided therein. Such amendment or Supplemental Declaration may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to annex the Additional Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least that part of said Additional Property to which such right, privilege, and option is assigned; and further provided such assignment shall not remove Declarant's right, option and privilege to annex.

7.02 - Annexation With Approval of Class "A" Membership

Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of Class "A" members present or represented by proxy at a meeting duly called for such purpose, and of the Declarant, the Association may annex real property other than the Additional Property, and following the expiration of the right in this Article, Section 7.02, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Lowndes County, Georgia, Official Records a supplemental amendment in respect to the property being annexed. Any such supplemental amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property pursuant to this section shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

7.03 - No Restrictions

The Additional Property, by initial recordation of this Declaration is not restricted by the terms of such Declaration, in any manner other than for the express benefits as might be granted to the Additional Property under the terms of this Declaration. Following the date of initial recordation of this Declaration, the Declarant may, but shall not be required to, annex any portions of such Additional Property. This Declaration shall only be applicable, except for the benefits as might be expressly bestowed upon the Additional Property under the terms of this Declaration as initially recorded, to those portion of the Additional Property as expressly made subject hereto by the Declarant or its successors and assigns in interest to the Additional Property. Until such time as a portion of the Additional Property is made subject by express amendment to the terms of this Declaration, no other portion of the Additional Property shall be, by implication, innuendo, or otherwise, subject to the terms of this Declaration other than for the benefits as expressly might be bestowed upon the Additional Property under the terms of this Declaration. By way of example and not limitation, Declarant shall expressly reserve, until such time as the additional property has annexed to the terms of this Declaration, the rights to hunt and discharge firearms any portion of such Additional Property which is not subject to the terms of this Declaration.

ARTICLE VIII
ASSESSMENTS

8.01 - Creation of General Assessment

There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors. General Assessments shall, from and after the respective Commencement Date relating to a respective Lot, be levied against such Lots as shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Properties as a whole, including, but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The General Assessment levied against and payable by a Lot shall be determined by multiplying the established General Assessment rate times the number of Residential Units located on the Lot; provided, however, every Lot which is subject to assessment on which no Residential Unit exists (other than as otherwise provided herein), shall pay a General Assessment equal to an amount determined as if one (1) Residential Unit were located thereon. Despite anything contained herein to the contrary, the assessments against respective Lot shall not commence until the Commencement Date as respects such Lot as set forth in Section 7 of this Article.

8.02 - Creation of the Lien and Personal Obligation of Assessments

Each Owner of a Lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, from and after the Commencement Date respecting such Lots:

- (a) annual assessments or charges, including General Assessments;
- (b) special assessments, such assessments to be established and collected as hereinafter provided; and
- (c) specific assessments against any particular Lot or Residential Unit, which are established pursuant to the terms of this Declaration, including but not limited to, reasonable fines as may be imposed in accordance with Article II, section 2.07 hereof and the costs and expenses as set forth in Article II, paragraph 9(b) hereof.

All such assessments, together with simple interest at the rate of eighteen percent (18%) per annum, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for

delinquents. The assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors.

8.03 - Computation of General Assessments

(a) It shall be the duty of the Board at least forty-five (45) days prior to the commencement of a fiscal year to prepare a budget covering the estimated costs of operating the Association and the Properties during the coming year. The budget shall separately list General Assessments and specific assessments to the extent known. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all members at a central location on the Properties at least twenty (20) days prior to the annual meeting of the Association. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible to vote and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need by, the budget and assessments in effect for the current year shall continue for the succeeding year.

(b) Despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed the current "maximum allowable assessment amount." The current "maximum allowable assessment amount" shall be determined as follows:

Take the difference between the consumer price index, as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers, Atlanta, Georgia, all Items, ("Index"), for June of the year under consideration and the consumer price index as established by the Index for June, 2007, and divide such difference by the consumer price index as established by the Index for June, 2007. Thereafter, the resulting quotient is to be multiplied by one hundred. This resulting quotient expressed as a percentage, multiplied by the assessment existing in June, 2008, is the amount by which the assessment in existence may be increased, such increased amount being the current maximum allowable assessment amount.

8.04 - Special Assessments

In addition to the assessments authorized elsewhere herein, the Association may levy a special assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote; provided that so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant,

8.05 - Effect of Non-payment of Assessments; Additional Maintenance Fee

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten Dollars (\$10.00) or ten percent (10%) of the initial assessment

amount owed, whichever is greater; provided, if the Board does not determine a late fee, the late fee shall be the maximum amount hereby authorized.

8.06 - Commencement of Assessments

Notwithstanding anything herein to the contrary, any and all assessments provided for in or otherwise assessed pursuant to this Declaration shall commence against a respective Lot as in this Section provided. Any and all assessments shall commence in respect to each respective Lot at the earlier to occur of the following: (i) at the time of conveyance of the respective Lot by the Declarant to an Owner other than a Builder/Owner; (ii) one (1) year from the date such Lot is conveyed to a Builder/Owner; or (iii) at the time a Residential Unit constructed on such Lot is first occupied. The date of commencement of the assessment as to any particular Lot, as determined aforesaid, is herein sometimes referred to as the "Commencement Date." The first annual assessment for a Lot payable to the Association in respect to such Lot shall be adjusted according to the number of months remaining in the calendar year as of the Commencement Date or such later date as provided by the Board of Directors.

ARTICLE IX
ARCHITECTURAL STANDARDS

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the New Construction Review Board, or the Modifications Committee.

9.01 - New Construction Review Board

The New Construction Review Board (NCRB) shall have exclusive jurisdiction over all original construction on any portion of the Properties. No original construction, improvements, buildings, structures, or development of any kind whatsoever shall commence or be carried out on any Lot until approved in writing by the NCRB. Approval shall be subject to such regulations, architectural standards, and application procedures as may be promulgated by the NCRB and as set forth herein. The NCRB may charge a reasonable fee not to exceed one-tenth of one percent (1/10th of 1%) of the cost of construction of the improvement or One Hundred Dollars (\$100.00), whichever is greater, to cover the administrative expense of its review and comment, such fee to be payable to the NCRB members. The NCRB shall make its regulations, standards, and procedures available to Owners, Builder/Owners, and developers who seek to engage in development or improvement of construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. The Declarant, in its sole discretion, shall appoint the members of the NCRB, which shall consist of three (3) members, none of whom shall be required to be residents of Nelson Hill or own property at Nelson Hill. The NCRB shall land may act independently of the Association and its Board until such time as the Declarant assigns its rights of appointment to the Board of Directors at which time the NCRB shall function in the same fashion as committees of the Association. This Section may not be amended without the written approval of Declarant. Decisions of the NCRB shall take into account and be founded upon the nature, kind, shape, color, size, material and location of any construction, improvements, buildings, structures or development and the quality of workmanship planned, the design and harmony of external design and relation to surrounding structures, topography and elevation of such construction, improvements, buildings, landscaping, structures and development. The provisions hereof shall not be applicable to any of the Additional Property; provided such shall be applicable to Additional Property annexed to this Declaration.

9.02 - Modifications Committee

The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and open space, if any, throughout the Properties; provided, however, the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration, so long as the MC has determined that such board or committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the MC shall not have jurisdiction over modifications or alterations make by the Declarant or Builder/Owners, and the

jurisdiction of the MC shall be subordinate to the NCRB. Decisions of the MC shall be advisory in nature and reported to the Board of Directors no later than thirty (30) days prior to the time the Board's power to deny a proposed modification expires. In the discretion of the Declarant until such time as the Declarant assigns its rights of appointment to the Board of Directors, or in the discretion of the Association after such time, the New Construction Review Board may serve as the Modifications Committee.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice subject, however, to the standards set forth herein. In addition thereto, the following standards shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval and the MC may review and approve or deny any workmanship and design and harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish grade elevation and landscaping, Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residential Unit or to paint the interior of his or her Residential Unit any color desired. In the event the Board, after receiving the report of the MC, fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) day after submission, the plans shall be deemed approved. The MC may charge a reasonable fee not to exceed One Hundred Dollars (\$100.00) to cover the administrative expense of its review and comment, such fee to be payable to the Association. The provisions hereof shall not be applicable to the Additional Property; provided such shall be applicable to those portions of Additional Property annexed to this Declaration.

9.03 - Approval of Sanitary Disposal Systems

(a) Notwithstanding any other provision contained herein to the contrary, the New Construction Review Board shall have the complete authority, right and power to approve any and all installation of a sanitary sewer system as may serve a Lot, prior to the Lot owner having any such sanitary sewer system installed. By way of example and not limitation, prior approval of the NCRB shall be required before the installation of any septic tank system as may serve a Lot and in so reviewing any application for a sanitary sewer system as may serve a Lot, the NCRB may take into account modern technology, including alternatives to individual septic tank systems, and facilities as may be available, from time to time, to provide sanitary sewage service to each Lot. The NCRB may deny the right of a Lot Owner to install a sanitary sewer system as may serve a lot if the NCRB determines that the central sanitary sewage disposal system will be available to serve a Lot within 180 days from the date a Lot Owner signs a contract.

(b) Unless otherwise provided herein, each Lot within the Properties shall be required to connect and to maintain connection to the central sanitary sewage disposal system. However, until such time as a central sanitary sewage disposal system may be available to serve the Lots within the Properties, each Lot Owner shall provide his or her own sanitary sewer disposal system serving such Lot which shall be subject to approval prior to installation as set forth hereinabove. At such time as a central sanitary sewage disposal system is installed and available for service for the Lots within the Properties, no further individual sanitary sewage disposal systems, including septic tank systems, may be installed to serve any respective Lot. Any individual sanitary sewage disposal systems, including septic tanks, as approved prior to the

installation of a central sanitary sewage disposal system, shall be authorized to remain until such time as such individual septic tank system is no longer operational or otherwise servicing such Lot. At such time as a central sanitary sewage disposal system is installed and operable to serve Lots, all Lots which have not had approved individual sanitary sewage disposal systems, including septic tanks or alternatives thereto, approved, shall be required to connect and to maintain connection to the central sanitary sewage disposal system. In addition, all Lots which have been approved for septic tanks, or alternatives thereto and are thus served by individual sanitary sewage disposal systems, shall be required to connect to the central sanitary sewage disposal system at such time as the same is installed and operable from and after the time that the individual sanitary sewage disposal system serving such Lot is, in the opinion of the Board of Directors, no longer operational and reasonably able to provide service to such Lot.

(c) The language contained within Section 8.03 shall not create, express or implied, any right of a Lot Owner to install his or her own sanitary sewer disposal system, and the right to install such system shall only be granted by the NCRB as provided herein.

ARTICLE X MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Nelson Hill. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of Nelson Hill Property Owners Association, Inc. Where indicated, these provisions apply to "eligible holders," as hereinafter defined.

10.01 - Notice of Action.

An institutional holder, insurer, or guarantor of a first mortgage who provides a written request to the Association will be entitled to timely written notice of:

- (a) any proposed termination of the development;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot or Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

10.02 - Payment of Taxes

First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement from the Association.

10.03 - No Priority

No provision in this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner or insurance proceeds or condemnation awards for losses to or a taking of Common Area,

10.04 - Notice of Default

Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Residential Unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

ARTICLE XI
GENERAL PROVISIONS

11.01 - Coverage and Term

The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a period of twenty (20) years from the date of recordation, unless, as herein provided. Notwithstanding the limitation of these covenants and restrictions running for a term of twenty (20) years as aforesaid, the covenants and restrictions contained herein may be continued beyond the twenty (20) years as set forth hereinabove as provided in this Section. Each such continuation shall continue for ten (10) years, and there shall be no limit on the number of times such covenants and restrictions may be continued. To continue the covenants and restrictions herein, at least two-thirds (2/3) of the record owners of Lots affected by such covenants and restrictions shall execute a document containing the legal description of the entire area affected by this Declaration, a list of the names of all record Owners of Lots affected by the covenants and restrictions herein, and a description of covenants and restrictions to be continued, which may be incorporated by reference to another recorded documents. Such document, together with the affidavit of an attorney licensed to practice in this state stating that he or she 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 the county where the Property is located prior to the expiration of the initial twenty (20) year period or any subsequent ten (10) year extension. No such covenant or restriction shall be renewed after the lapse of time of such initial period or extension period. Notwithstanding anything contained herein to the contrary, this Section and the terms hereof shall deal with restrictions and covenants and shall not be deemed to deal with the easements contained herein and, otherwise, shall be limited as construed pursuant to the terms of Georgia law and O.C.G.A. §44-5-60 and relevant case law thereunder.

11.02 - Amendment

Subject to the provisions of Article IX, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments, plus the consent of the Class "B" member. Any amendment must be recorded among the Official Records of Lowndes County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration need to be amended to conform to guidelines established by any institutional lender who holds a loan secured by property subjected to this Declaration, Declarant, without need of membership vote, may make and adopt such amendment.

11.03 - Variances and Waiver of Restrictions

So long as permitted by Georgia law and so long as Declarant owns any Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

11.04 - Indemnification

The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall not have personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contact or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

11.05 - Merger and Subdivision Lots

Upon application in writing by an Owner of adjoining Lots, the Declarant and, upon assignment of such right, the Board of Directors, may authorize the merger of adjoining Lots or the subdivision of a Lot, subject to the consent of such mortgagees as may have an interest in the affected Lot. Such merger or subdivision shall be in conformance within the provisions of any Supplemental Declaration that may be applicable to such Lots, including provisions which may further regulate merger or subdivision and use provisions regulating use of Lots. Such plats and plans as may be necessary to show the merged or subdivided Lots shall be thereafter prepared at the expense of the requesting Owner, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. The Declarant (or Board of Directors, as the case may be) may impose conditions for use of the merged or subdivided Lot as a condition precedent to granting approval for such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

11.06 - Severability

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

11.07 - Reservation From Lot Conveyance

It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part hereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

11.08 - Incorporation by Reference

All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

ARTICLE XII
USE RESTRICTIONS

12.01 - Permanent Structures

No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, drives and parking area) and construction schedule have been approved in writing by the NCRB for new construction or the Modification Committee for alterations, or their respective successors or assigns, as to the quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation. Refusal or approval of plans, location or specifications by either the NCRB or the Modification Committee may be based upon any reason, including purely aesthetic reasons, which in the sole and uncontrolled discretion of either Committee shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to the appropriate Committee for their records. A fee of fifty dollars (\$50.00) will be assessed for the first submission of plans to the NCRB for approval of the construction of a primary dwelling. If, for any reason, the NCRB disallows the plans on the first submission, a second fifty-dollar (\$50.00) fee must be paid at the time the second set of plans are resubmitted for approval. For a third or subsequent submission of plans to the NCRB due to disapproval of previously submitted plans, a fee of one hundred dollars (\$100.00) must be paid at the time of the additional submissions. When plans are submitted to either the NCRB or the Modification Committee for any other improvements or modifications, no fee will be assessed for the first submission. If the first set of plans is disapproved, a twenty-five-dollar (\$25.00) fee will be assessed for the second submission. If the second set of plans is disapproved, a fifty-dollar (\$50.00) fee must be submitted for each additional submission of plans. In the event of failure to approve or disapprove any plans within thirty (30) days after the same have been submitted to the appropriate Committee, as required herein, approval shall be presumed, and the provisions of this paragraph shall be deemed to have been complied with.

12.02 - Temporary Structures

Subject to Declarant's and Builder/Owner's reserved rights herein, and other than for temporary facilities as might be installed by Declarant, the Association for purposes of administration of the Properties, no structure of temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently. No garage, servants* quarters, or other permitted accessory structure shall be erected, placed, or maintained on any Lot until construction of a main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. Boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be stored out of view from the streets or pond and shall not be stored in any street right-of-way or on driveways.

12.03 - Approval of Plans

No approval of plans and specifications and no publication of standards pursuant to the terms of this Declaration by the New Construction Review Board or the Modifications Committed shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Residential Unit or other improvement built in accordance therewith will be build in a good workmanlike manner. The Declarant, the Association, the New Construction Review Board or Modifications Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, any loss or damage to any person rising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications as with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specification.

12.04 - Construction Criteria and Requirement of Compliance with Law

All Residential Units and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions as might apply to the real estate. All grading, clearing, construction of impervious surfaces, building and other construction activity performed on Lots or Residential Units that are subject to the rules, regulations, guidelines and restrictions of any regulatory authority shall be performed in accordance with such rules, regulations, guidelines and restrictions.

12.05 - Building Criteria

Each Owner of a Lot or Residential Unit shall provide visually screen area to service yards in which garbage receptacles, fuel tanks, wood piles, gas and electric 'meters, air conditioning equipment, and vehicles, materials, supplies and equipment which are stored outside by Owners shall be placed or stored in order to conceal them from view from roads and adjacent Properties. Any such visual barriers shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the New Construction Review Board in accordance with the terms of this Declaration.

12.06 - Limitations of Construction

No construction of improvements on any Lots or within the Common Area shall be undertaken or conducted on Sundays, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury or damage to personal properties, and (iii) such construction as otherwise permitted by the Declarant.

12.07 - Commencement of Construction and Occupancy of Residential Units

Once commenced, the construction of a Residential Unit on a Lot shall be completed within eighteen (18) months from the date of commencement. A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof have been completed and a certificate of occupancy, if issued by the local jurisdiction in which the property is located, for such Residential Unit has been issued. During the continuation of construction of any Residential Unit, any and all contractors in respect to the construction thereof shall maintain the Lot, the Residential Unit, and the surrounding Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the owner of the Lot shall cause such contractors to immediately remove all equipment, tools and construction material and debris from the Lot and Residential Unit on which such construction has been completed.

12.08 - Signs and Billboards

No signs, including for sale signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors, except for Builder/Owners, who may place on each Lot owned by such Builder/Owners during the construction and sales period of improvements signs as approved by the Declarant. The Board of Directors is expressly authorized to regulate the size and number of for sale or similar signs as may be placed on a Lot. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of Property.

12.09 - Unsightly or Unkept Conditions

It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on his or her lot. Any item such as boats, boat covers, outside patio furniture, or any other articles that can be viewed from the street or pond shall be maintained in a neat and attractive condition as determined by the Association.

12.10 - Oil and Mining Operations

Other than for water wells as might be established on the Properties, no oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

12.11 - Storage and Disposal of Garbage and Refuse

Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure of the Lot.

12.12 - Annoyance or Nuisances

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood to include by way of example and not limitation, any outside speaker systems and lighting that is deemed offensive by the Board of Directors of the Association. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden; provided that the Declarant expressly reserves unto itself and its invitees the right to hunt on any portions of the Additional Property so long such is not submitted and subject to the terms of this Declaration. Other than as expressly stated in the preceding sentence, no hunting shall be permitted on the Property.

12.13 - Pets

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other usual household pets may be kept by the respective Owners on their respective Lots, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or unreasonably disturb the owner of any Lots within the Nelson Hill community; provided that the Board of Directors may, by adoption of rules and regulations, (i) prohibit from the community animals which are determined by the Board to be dangerous or detrimental to the health, safety or welfare of the Owners and (ii) prohibit any respective pet from travel upon or use of the common area unless the owner of such pet pays a user fee to the Association in an amount determined by the Board. In addition, rules and regulations may include but not be limited to the prohibition of animals as to size, weight or type. No pet enclosure shall be erected, placed or permitted to remain on any Lot subjected to this Declaration. In the event a pet or pets become a nuisance in the opinion of the Declarant or the Board, they shall be removed from the Properties. All animals, as are permitted herein, shall be kept and maintained in accordance with the rules and regulations established by the Board of Directors. PETS MUST BE ON LEASHES AT ALL TIMES.

12.14 - Drainage

Natural drainage of streets, Lots, or roadway ditches will not be impaired by any Owner. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner, and such break will be installed without hindrance to drainage, and such work is subject to inspection and approval, as provided in Article VIII hereof.

12.15 - No Antennas, etc.

No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any Lot, residential unit, or any other portion of the Properties or Additional Property, unless contained entirely within the interior of a building or otherwise installed by the Association or the Declarant, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or residential unit, which may unreasonably interfere with the reception of television or radio signals within the Properties.

12.16 - Prohibition of Timesharing

No arrangement as might be subject to registration under the Georgia Timeshare Act nor any other plan, scheme, idea, or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, whereby a purchaser or other consumer, in exchange for and in consideration, receives the right to use or an interest in accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three (3) years shall be permitted within the Properties.

12.17 - Prohibition of On-Street Parking

On-street parking is strictly prohibited where such parking impedes the flow of traffic in any manner whatsoever.

12.18 - No Waiver

Failure of the Declarant or the Association to enforce any covenant herein contained shall in no way be construed as a waiver of the right to enforce said covenants.