Section 9.07. Enforcement. Any structure or improvement placed or made in violation of this Article or the Standards shall be deemed to be nonconforming, unless a variance has been granted. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant or the Board shall have the right to record a notice of violation in the Public Records and to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the Owner and Lot and collected as a Specific Assessment.

Unless otherwise specified in writing by a reviewing body granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with applicable provisions of the Bylaws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Standards may be excluded by the Board from the Community, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this Section.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the reviewing bodies.

ARTICLE X
USE RESTRICTIONS AND RULES

Section 10.01. General. This Article sets out certain use restrictions that must be complied with by all Owners and occupants of any Lot. All Lots and other property constituting the Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Declarant and or Builders, an information center and/or sales office for any real estate broker or agent retained by Declarant to assist in the sale of property within the Community, offices of any property manager retained by the Association, business offices of the Declarant or the Association and related parking facilities) consistent with this Declaration and any Supplemental Declaration. Each Owner, by acceptance of a deed or entering into and recording a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected and that the Use Restrictions and Rules may change from time to time as provided in this Declaration; provided,

however that this Article shall not extend or apply to Declarant or any Builder during the Development Period.

Section 10.02. Rules and Regulations. In addition to the Use Restrictions and Rules set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Community; provided that no such action may be taken by the Board during the Development Period without the prior written consent of the Declarant, which consent may be withheld by the Declarant in its sole and absolute discretion. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by Members holding a Majority of the total Class "A" votes in the Association, and during the Development Period, the written consent of the Declarant.

Section 10.03. Occupants and Others Bound. All provisions of this Declaration and of any rules and regulations governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants, tenants, guests and invitees even though such persons are not specially mentioned herein.

Section 10.04. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity conforms to all applicable zoning and other governmental requirements; (c) the business activity does not increase traffic in the Community in excess of what would be expected for residential dwellings in the Community without the business activity (other than routine and minimal deliveries by couriers, express mail carriers, parcel delivery services and other such similar residential delivery services); (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Community and does not constitute a Nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

No other business, trade, or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing or regular basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. Moreover, this Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Community or its use of any Lots that it owns or leases within the Community.

Without limiting the generality of the foregoing, a garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon a Lot without the prior written approval of the Board and compliance with any conditions, rules or regulations adopted by the Board.

Section 10.05. Improvements on Lots.

(a) No structure shall be placed, erected, or installed upon any Lot, and no improvements (including, but not limited to, staking, clearing, other site work, exterior alteration of existing improvements, painting or modifying fences, and planting or removal of landscaping materials) shall take place except in compliance with Article 9 of this Declaration.

(b) Except as otherwise expressly permitted by this Declaration, no structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached, single-family dwelling, not to exceed two stories in height, and a private garage for not more than three (3) cars.

(c) Dwellings erected on any Lot, after the date of this Declaration is recorded, shall have not less than 900 heated square feet of floor space. Any structure exceeding one story in height shall have not less than 600 heated square feet of ground floor area.

(d) No tent, shack, garage, barn or other outbuildings shall be erected on any Lot without a variance from the ARC in accordance with Article 9 hereof, nor any trailer or basement be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. There shall be no structures of temporary nature placed on any Lot. No privies or unsightly outbuildings shall be erected on any Lot. Outbuildings provided for herein, which are subject to prior written approval of the ARC, shall be consistent and harmonious with the style and construction of the residential buildings. Additionally, no manufactured homes shall be placed on any Lot or otherwise permitted within the Community, except for manufactured homes which may be used by Declarant or its agents during the Development Period in connection with its construction and sales activities. For purposes of this paragraph, "manufactured home" shall mean a dwelling unit fabricated in an off-site facility for installation or assembly at a building site, bearing a label certifying it is constructed in compliance with the Federal Manufactured Home and Standards Act, 42 U.S.C. 5401 et seq.

(e) No structure shall be erected, placed, altered or permitted to remain on any Lot that is sub-standard or that fails to meet any existing and applicable building, electrical or sanitary code. Zoning regulations applicable to the Community shall be observed. In the event of any conflict between any provision of such zoning regulations and the covenants of this Declaration, the more restrictive provision shall apply.

(f) Before any dwelling may be occupied, it must be completely finished on the exterior in accordance with plans approved by the Association, all of the yard which is visible from any street must be planted with grass or have other suitable ground cover, and the driveway surface must be paved of the surface approved by the Association. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during emergency and lines installed by or at the request of the Declarant.

(g) Without limiting the general provisions of this Section 10.05, it is specifically acknowledged that no fences shall be erected, placed, or modified on any Lot without prior written approval from the ARC. Unless otherwise approved in writing by the ARC, no fence, wall, hedge, or shrub planting (in the nature of a fence), or other similar structure or vegetative mass shall be allowed to extend in front of the center line of the main body of any residence, said center line to be located at the point midway between the front and rear of the main body of said residence. With respect to permitted fences, only vertical wooden fences six (6 ft.) feet in height from the ground and having a "shadow box" design shall be allowed; provided, however, that black aluminum fencing having a height form the ground between four (4 ft.) and six (6 ft.) shall be permitted directly around any pool area. Additionally, no fences shall be allowed on a corner lot except that the ARC may, at its sole discretion, allow a limited amount of fencing to enclose pets or for other purposes. Wooden fences may be stained the color of Valspar Greige only; no other colors are permitted. NO FENCES SHALL BE PAINTED AND VINYL FENCING IS NOT PERMITTED. ALL FENCES MUST BE ERECTED BY A LICENSED FENCE COMPANY. Any departure from the foregoing must be approved in advance and in writing by the ARC (and the Declarant during the Development Period).

Section 10.06. No Subdivision of Lots. No Lot may be subdivided, reconfigured, its boundary lines changed, or otherwise used or transferred apart from the original parcel of purchase, whether or not the same shall create additional parcels of land, except with prior written approval of the Declarant during the Development Period, and the prior written consent of the Board thereafter. In addition, no home shall be subdivided or partitioned to create housing for more than a single family. Notwithstanding the foregoing, Declarant hereby expressly reserves the right to replat, subdivide, reconfigure or otherwise alter any Lot or Lots that it owns; provided that the same conforms to all applicable laws and regulations of any governing authority having jurisdiction over the Declarant or the Property.

Section 10.07. Drainage and Erosion Control.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No structures, improvements, obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct, impede, or rechannel the drainage flows after location and installation of drainage swales, storm sewers, storm drains or similar drainage improvements.

(b) Each Owner shall be responsible for controlling natural and man-made water flow from the Owner's Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Community with excessive water flow from

the Owner's Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from their Lots; provided that neither the Declarant nor the Association shall bear any responsibility or liability for remedial actions to any Lot.

(c) The encroachment of structures or other improvements into, over or across catch basins, drainage areas, or other similar easements (as established on any recorded subdivision plat or the Community, by this Declaration, or by regular usage) is strictly prohibited. Furthermore, the use of any such drainage areas and easements by any Owner or occupant shall be is made subject to the provisions of this Declaration and the right of the Declarant and the Association to enter upon and maintain such drainage and easement areas. Such maintenance activities may include, but are not limited to, the disturbance of landscaping within any such drainage area or easement, notwithstanding approval of the landscaping pursuant to Article 9 hereof.

(d) No Person shall alter the grading of any Lot without the prior written approval of the ARC pursuant to Article 9 f this Declaration; provided, however, that the Declarant hereby reserves for itself and the Association a perpetual easement over, across and under the Community for the purpose of altering drainage and water flow. The exercise of such an easement shall be accomplished so as not to materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

Section 10.08. Use of Ponds. In addition to other limitations set forth in this Declaration regarding use of the Ponds, the following restrictions shall apply:

(a) No boats of any kind, whether gas-operated, electric, sail, or otherwise, will be permitted on any Pond, except as needed for maintenance activities authorized by the Board.

(b) No swimming or other recreational use of the Ponds shall be permitted at any time, except as may be approved in writing by the Board.

(c) No refuse of any kind shall be placed on or disposed of from any Lot into the Ponds.

(d) No docks, piers, walkways, or other similar structures shall be constructed or installed in, or be permitted to extend into any Pond, except for such docks, piers, and other structures, if any, authorized by the Board for the benefit of the Association.

(e) No water may be pumped or otherwise taken from any lake by any means by an Owner or other Person for the benefit of a Lot(s) without the prior written consent of the Board.

Section 10.09. Sight Distance at Intersections. Any Lot or other property within the Community located near a street intersection, and all driveways, shall be landscaped at a sufficient height and otherwise improved to prevent safe sight across such areas. Any and all

landscaping and other improvements made by the Declarant with such areas shall be deemed to comply with this Section.

Section 10.10. Rubbish, Trash and Construction Debris. All garbage cans shall be located so as to be screened or concealed from view of neighboring Lots and the street on which the Lot fronts. Only on the day of garbage pick-up may the containers be left in the open. In no event may garbage containers be left out more than 48 continuous hours. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. No person shall dump or bury rubbish, garbage or any other form of solid waste, except compost, on any Lot or on the Common Area.

Section 10.11. Clotheslines. Clothes may not be dried or otherwise hung outdoors or at any other location that is visible from neighboring Lots or public rights-of-way, and no outdoor clotheslines or other similar structures may be located or constructed within the Community.

Section 10.12. Recreational Equipment. All recreational equipment, to include, but not limited to basketball goals and backboards, must be placed behind the rear building line of the dwelling or otherwise in accordance with rules and regulations adopted by the Board.

Section 10.13. Vehicles. Automobiles, mini-vans, sports utility vehicles, pick-up trucks, motorcycles, and other vehicles in good repair may be parked only in the garage, carport, driveway or gravel or paved parking pad perpendicular to the driveway; provided, however, that all vehicles must be parked at all times within closed garages to the fullest extent possible. In this connection, no garage (or any part thereof) may be used for storage or other purposes so as to prevent the parking of vehicles therein. No vehicles may be parked on grass areas. All campers, boats, motor homes, recreational vehicles (RV's), disabled vehicles (obviously inoperable or without a current license tag), commercial equipment, and commercial vehicles must be parked in a garage, in another enclosed area approved in writing by the Board and not visible from any street. Fencing or landscaping of an approved design must be used to screen any such vehicles in enclosed areas. No motorized vehicles of any kind are permitted on pathways, walkways, sidewalks, or any part of the unpaved Common Area, except for public safety vehicles and vehicles authorized by the Board. Parking within the streets and roadways of the Community is prohibited, except on a temporary basis (as determined by the Board).

Section 10.14. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of a reasonable number of domestic pets including dogs, cats, or other usual and common household pets, as may be determined in the discretion of the Board. No pets shall be kept, bred or maintained for any commercial purpose. No structure for the housing, care or confinement of any animal or pet shall be constructed, placed or altered on any Lot unless plans are approved. Pet owners shall not allow pets to roam unattended. Dogs shall at all times whenever they are outside be on a leash held by a responsible person or confined within a fenced-in yard or otherwise confined in a manner acceptable to the Board. The fenced-in area must remain closed at all times. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Animal control authorities shall be permitted to enter

the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. If a pet leaves feces on any portion of the Community other than the pet owner's Lot, the pet owner will be responsible for its removal. If not removed immediately, a fine may be levied by the Board.

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community, including, but not limited to, personal injury and property damage.

Section 10.15. Pools. Swimming pool designs must be submitted to the ARC for approval before any clearing or grading is done. Construction plans, including landscaping and fencing, must be submitted for approval. All pools with in the Community shall be fenced and maintained in accordance with applicable law.

Section 10.16. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain within the Community without the prior written consent of the Board, except that one (1) professional security sign may be placed on the Lot and one (1) professionally lettered "For Rent" or "For Sale" sign not to exceed five (5') square feet in size may be displayed on a Lot being offered for sale or for lease. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association on any portion of the Common Area. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. Notwithstanding the foregoing, it is expressly understood that such restrictions shall not apply to the Declarant or any Builder during the Development Period or to any real estate agent or lending institution identified by Declarant during the Development Period.

Section 10.17. Firearms. The discharge of firearms in the Community is prohibited. Notwithstanding this prohibition, police or other security personnel that may be on the Community may discharge firearms in the line of duty. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 10.18. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, and no such Owner or occupant shall use his or her Lot in such a manner as to create a Nuisance or any duration. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be stored that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be

maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device that causes it to automatically shut off within fifteen (15) minutes.

Section 10.19. Unsightly Activities. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the changing of oil or the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the subdivision except within garages located on Lots. Notwithstanding this provision, occasional minor repairs and maintenance to a vehicle in the driveway completed on the day commenced shall not be prohibited.

Section 10.20. Antennas and Satellite Dishes. Satellite dishes, antennas or other devices for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation may only be erected, used or maintained within the Community as follows:

(a) no transmission antenna, of any kind, may be erected anywhere within the Community without the prior written approval of the Board and, during the Development Period, the Declarant;

(b) no direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained within the Community without the prior written approval of the Board and, during the Development Period, the Declarant; and

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission rules and the reasonable conditions of the Board or rules of the Association so long as such conditions and rules do not (1) unreasonably delay or prevent installation, maintenance, or use; (2) unreasonably increase the cost of installation, maintenance, or use; or (3) preclude reception of an acceptable quality signal.

Notwithstanding the foregoing, the Board shall have the right to erect, construct and maintain any dishes, antennas or other devices within the Common Areas as it deems appropriate. Moreover, this Section shall not apply to the Declarant during the Development Period.

Section 10.21. Lot Maintenance. All maintenance of the Lot and all structures, parking areas, landscaping, and other improvements on the Lot shall be the sole responsibility of the Owner, who shall maintain the Lot in a manner consistent with this Declaration and any rules

and regulations promulgated in accordance with this Declaration. Such maintenance shall include, but not be limited to, maintaining fencing in good repair, exterior painting as needed, and maintenance of all vegetation and landscaping in good and presentable condition. All yards shall be adequately irrigated and maintained in a neat and orderly condition, which shall include removal of leaves, broken limbs, dead trees and other debris as necessary. All lawns must be regularly cut (general grass height may generally not exceed eight (8") inches) and maintained (no noticeable weed or disease problem). Notwithstanding the foregoing, the Declarant shall not be required to observe the requirements of this Section during the Development Period.

Section 10.22. Tree Removal. No tree having a diameter in excess of six (6") inches shall be cut, harvested or otherwise removed from the Community without the prior written consent of the Board, and all reasonable efforts shall be made by each Owner to preserve and protect any and all trees on the Owner's Lot from disease, damage, rot, insects, and other similar threats. In the event any tree is removed by an Owner, for whatever reason, the Board shall be authorized to require the replacement of said tree, at the Owner's cost, with a tree of suitable size, character, and variety. In the event, the condition of any tree is such that it poses an immediate threat to Persons or property within the Community so as to make a meeting of the Board impractical, the Chairman of the Board (or his or her designee) shall be authorized to approve removal or other remediation without consultation with the Board. For purposes of this Section, the diameter of any tree shall be measured at the main stem four and one-half (4.5') feet above the natural grade at its base. Whenever a branch, limb, defect or abnormal swelling of the trunk occurs at this height, the diameter shall be measured at the nearest point above or below 4.5 feet at which a normal diameter occurs. This Section shall not extend or apply to Declarant or any Builder during the Development Period.

ARTICLE XI
EASEMENTS

Declarant hereby reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and their successors-in-title, as well as any Builder (to the extent set forth hereinbelow).

Section 11.01. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

Section 11.02. Easements for Utilities, Etc.

(a) Declarant hereby reserves, creates, establishes, promulgates and declares for itself during the Development Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasigovernmental entity and any public or private utility provider perpetual, non-exclusive easements upon, across, over, and under all of the Community (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining and operating cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Community, as necessary, to exercise the easements described above.

Declarant may grant to the local water supplier, wastewater handler, electric company, and natural gas supplier easements across the Community for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, and other related facilities, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on **Exhibit "A," Exhibit "B,"** or any other real property which may be subjected to this Declaration by Declarant as authorized herein.

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold an interest in the Community, or at any other time, (i) to release all or any portion of the Community from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

Section 11.03. Easements for Maintenance and Flood Water. The Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement over the Community for access, ingress and egress to the Ponds and wetlands located within the Area of Common Responsibility and for (a) installing, keeping, maintaining repairing, and replacing pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) constructing, maintaining, and repairing any bulkhead, retaining

wall, levee, or other structure retaining water; (c) removing trash and other debris therefrom; and (d) constructing, installing, maintaining, repairing, replacing, expanding, altering, abandoning, operating, using, and otherwise modifying or improving any Ponds or other drainage or other stormwater management facilities located within the Community. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

Section 11.04. Easements to Serve Additional Property. The Declarant hereby reserves, creates, and declares non-exclusive, perpetual easements for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional property now owned or hereafter acquired by Declarant (to include, without limitation, the real property described on **Exhibit "B"**), whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, construction of roads, for the posting of signs, and for connecting and installing utilities serving such additional property. Declarant agrees that it and its successors or assigns shall be responsible for any material damage caused to the Common Area as a result of the exercise of this easement.

Section 11.05. Right of Entry. The Association and, during the Development Period, the Declarant shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article 5 hereof, and to inspect for the purpose of ensuring compliance with the Governing Documents. Such right may be exercised by the Declarant or any member of the Board, the Association's officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association and, during the Development Period, the Declarant to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Declarant or the Board, as the case may be, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

Section 11.06. Landscaping and Signage Easements. The Declarant and the Association shall have perpetual, non-exclusive easements exercisable by their respective employees, agents and contractors over those portions of Lots designated as "no access easement" or "entry easements" on the recorded subdivision plats relating to the Community for the purpose of installation, maintenance, repair and replacement of lot bollards, neighborhood entrance monuments, signs, fences, lighting, irrigation systems and landscaping within the easement area. No fences, structures, driveways, plantings, swings, wood piles, dog runs or any other objects, temporary or permanent, shall be permitted in such areas without the Association's

prior written approval, other than those initially installed by Declarant. Nothing herein shall obligate the Declarant or the Association to exercise such easements or to construct or install any of the foregoing within any Landscaping and Signage Easement.

Section 11.07. Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, or its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Community, except in cases of willful or wanton misconduct. Additionally, this Article XI and all other easements granted or reserved unto Declarant under this Declaration shall not impose any obligation on the part of Declarant to utilize said easements or exercise any rights associated therewith.

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Community. The provisions of this Article shall apply to both this Declaration and to the Association's Bylaws, notwithstanding any other provisions contained herein or therein.

Section 12.01. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an **"Eligible Holder"**), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

Section 12.02. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 12.03. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 12.04. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XIII
DECLARANT'S RIGHTS

Section 13.01. Development Period. The Declarant shall be afforded special privileges, rights, immunities, exceptions and other preferential treatment as provided herein throughout the term of this Declaration until the earlier of:

(a) when the Declarant no longer owns any Lots or other property within the Community, as presently constituted or hereafter expanded (including any property described on **Exhibit "A"** or **Exhibit "B"**);

(b) when the Declarant no longer has the unilateral right to subject additional property to this Declaration pursuant to Article 7 hereof; or

(c) when, in its discretion, the Declarant so determines and expressly and specifically declares in an instrument filed in the Public Records.

Such period shall be referred to in this Declaration as the **"Development Period."** If the Declarant voluntarily terminates the Development Period prior to the termination of the Class "B" membership, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in this Declaration and the other Governing Documents.

Section 13.02. Assignment by Declarant. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the other Governing Documents. Upon any such transfer or assignment, the Declarant shall, to the extent specifically provided in the transfer document(s), be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

Section 13.03. Development and Sales. During the Development Period, the Declarant and any Builder may maintain and carry on without fee or charge upon portions of the Common Area such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Community and/or the construction or sale of Lots, including, but not limited to, sales activities, promotional and other events, and

restrict Members and other Persons from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent practicable) any substantial interference with the Members' use and enjoyment of the Common Area. The Declarant and all Builders shall have easements over the Common Area for access, ingress and conducting such activities.

In addition, the Declarant may establish within portions of the Common Area, without fee or other charge, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Community and/or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, tents, sales offices and related parking facilities. During the Development Period, Members and other Persons may be excluded from use of all or a portion of such facilities in the Declarant's soles discretion. The Declarant and all Builders shall have easements over the Common Area for access to and use of such facilities.

During the Development Period, the Declarant may permit use of any facilities situated on the Common Area by Persons other than Members without the payment of any use fees or other charges.

Section 13.04. Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 13.05. No Further Restriction. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's review and written consent, which may be withheld in Declarant's sole discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Article 7, may conflict with the Governing Documents.

Section 13.06. No Modification. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any Use Restrictions and Rules, the Standards, or any other rule or regulation made after termination of the Class B Control Period shall be effective without prior notice to and the written approval of Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.01. Duration. Subject to the limitations of Georgia law, this Declaration shall have perpetual duration. If Georgia law hereafter limits the period during which covenants

may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 14.02. Amendment. This Declaration may be amended as provided in this Section. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

(a) By Declarant. During the Development Period, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration to (i) bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any title insurance company to issue title insurance coverage; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner, except as otherwise expressly provided for in this Declaration, to include without limitation, Article 7.

(b) By the Owners. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant, during the Development Period.

(c) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Owners to submit the Association to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 et seq., and to conform this Declaration to any mandatory provisions thereof. During the Development Period, any such amendment shall require the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 14.03. Severability. Each restriction, covenant, and other provision contained herein is severable and distinct from each other restriction, covenant, and provision contained herein and in its application to all or any portion of the Community and the invalidity or unenforceability of any restriction, covenant or other provision contained herein as to any portion of the Community shall not affect the validity or enforceability of any of the other restrictions, covenants, or provisions contained herein.

Section 14.04. Litigation; Standing of Association. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; or (d) counter-claims brought by the Association in proceedings instituted against it; provided that the Association may in no event commence any suit or other proceeding against Declarant, or its successors, assigns, members, managers, officers, shareholders, directors, contractors, subcontractors, vendors, suppliers, materialmen or agents, for any reason, unless approved by a vote of 75% of the Members (or such lesser or greater percentage as may be required by O.C.G.A. § 8-2-42, as such Code Section exists as of the date of recording of this Declaration). ONLY THE ASSOCIATION SHALL HAVE STANDING AND THE RIGHT TO BRING SUIT OR INTITATE ANY OTHER PROCEEDING AGAINST DECLARANT, OR ITS SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, VENDORS, SUPPLIERS, MATERIALMEN OR AGENTS, ARISING FROM OR RELATED, DIRECTLY OR INDIRECTLY, TO THE COMMON AREAS (OR ANY DEFECTS IN ANY BUILDING, STRUCTURES OR IMPROVEMENTS THEREON) OR THIS DECLARATION (WHICH SUITS, IF ANY, SHALL BE STRICTLY LIMITED BY AND SUBJECT TO THE PROVISIONS OF THIS DECLARATION), AND ALL INDIVIDUAL OWNERS HEREBY SPECIFICALLY WAIVE AND RELINQUISH ANY RIGHT TO SEEK DAMAGES OR OTHER LEGAL OR EQUITABLE REMEDIES OF ANY KIND FROM DECLARANT, OR DECLARANT'S SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, VENDORS, SUPPLIERS, MATERIALMEN OR AGENTS, UNDER ANY COMMON LAW OR STATUTORY THEORY OF LIABILITY ARISING FROM OR RELATED, DIRECTLY OR INDIRECTLY, TO THE COMMON AREAS (OR ANY DEFECTS IN ANY BUILDING,

STRUCTURES OR IMPROVEMENTS THEREON) OR THIS DECLARATION, INCLUDING BUT NOT LIMTIED TO LIABILITY GROUNDED IN NEGLIGENCE, PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, FRAUD, BREACH OF FIDUCIARY DUTY, OR STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PRECLUDE ANY OWNER FROM BRINGING SUIT AGAINST THE BUILDER OR SELLER OF THE OWNER'S HOME TO THE EXTENT PERMITTED BY LAW AND ANY DOCUMENTS EXECUTED IN CONNECTION WITH SUCH CONSTRUCTION ACTIVITIES AND/OR SALE. ANY AND ALL SUCH SUITS OR PROCEEDINGS BROUGHT BY THE ASSOCIATION SHALL BE SUBJECT TO THE PROVISIONS OF O.C.G.A. § 8-2-42 TO THE EXTENT APPLICABLE (AS SUCH CODE SECTION EXISTS AS OF THE DATE OF RECORDING OF THIS DECLARATION). This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above, and unless such amendment otherwise conforms to the provisions of Section 14.02 hereof.

Section 14.05. Disclaimer; Release for Construction Defects. NO WARRANTY OF WHATEVER KIND, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE OR FEDERAL LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, OR WORKMANSHIP, IS GIVEN TO THE ASSOCIATION OR ANY OWNER OR OTHER PERSON WITH REPECT TO THE COMMON AREAS OR ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT OF ANY KIND LOCATED THEREON, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY DECLARANT AND WAIVED BY THE ASSOCIATION AND ALL OWNERS. TO WHATEVER EXTENT THE ASSOCIATION OR ANY OWNER MAY ACQUIRE AN INTEREST IN THE COMMON AREAS OR ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT LOCATED THEREON, THE SAME SHALL BE, AND ARE HEREBY ACCEPTED "AS IS," WITH ALL FAULTS AND DEFECTS OF WHATEVER KIND. BY THE ASSOCIATION'S AND ANY OWNER'S ACCEPTANCE OF A DEED TRANSFERRING ANY LOT OR OTHER PORTION OF THE COMMUNITY FROM DECLARANT TO SAID ASSOCIATION OR OWNER, AS THE CASE MAY BE, THE ASSOCIATION AND ALL SUCH OWNERS SPECIFICALLY ACKNOWLEDGE DECLARANT'S DISCLAIMER OF WARRANTIES SET FORTH HEREINABOVE. FURTHERMORE, AND IN ADDITION TO ANY OTHER LIMITATIONS PROVIDED IN THIS DECLARATION, THE ASSOCIATION AND ALL OWNERS (FOR THEMSELVES AND ON BEHALF OF THEIR SUCESSORS, ASSIGNS, GUESTS, TENANTS, AND INVITEES), AND EACH OF THEM, SPECIFICALLY RELEASE, ACQUIT, AND FOREVER DISCHARGE DECLARANT, AND THEIR SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, VENDORS, SUPPLIERS, MATERIALMEN AND AGENTS (COLLECTIVELY, THE **"RELEASED PARTIES"**), OR ANY OF THEM, FROM ANY AND ALL CLAIMS, CLAIMS FOR RELIEF, ACTIONS, CAUSES OF ACTIONS (WHETHER EX CONTRACTU OR EX DELICTO), SUITS, DEBTS, LIENS, CONTRACTS, OBLIGATIONS, AGREEMENTS, PROMISES, REPRESENTATIONS, LIABILITIES, DEMANDS, LOSSES,

DAMAGES, COSTS, PENALTIES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, LITIGATION EXPENSES AND REASONABLE ATTORNEYS' FEES), OF EVERY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, JOINT OR SEVERAL, FIXED OR CONTINGENT, RELATING TO OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY DEFECT IN THE COMMON AREAS OR ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT LOCATED THEREON UPON WHICH THE ASSOCIATION OR ANY OWNER (OR THEIR SUCCESSORS, GUESTS, TENANTS, OR INVITEES) MAY HAVE HAD, MAY NOW HAVE, MAY CLAIM TO HAVE, OR MAY HEREAFTER HAVE OR CLAIM TO HAVE AGAINST THE RELEASED PARTIES. ADDITIONALLY, THE ASSOCIATION AND ALL OWNERS (FOR THEMSELVES AND ON BEHALF OF THEIR SUCESSORS, ASSIGNS, GUESTS, TENANTS, AND INVITEES), AND EACH OF THEM, DO HEREBY FURTHER COVENANT NOT TO SUE OR OTHERWISE SEEK RECOURSE AGAINST THE RELEASED PARTIES, OR ANY OF THEM, ON ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT, LIABILITY, INDEBTEDNESS, DUTY, OBLIGATION OR RESPONSIBILITY HEREINABOVE RELEASED. FOR PURPOSES OF THIS SECTION, THE TERM "DEFECT" SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY MATTER CONCERNING THE DESIGN, CONSTRUCTION, ALTERATION, FITNESS, CONDITION, OPERATION, OR REPAIR OF THE COMMON AREAS AND ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT LOCATED THEREON. THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION OR OTHER PROCEEDING BROUGHT OR PROSECUTED AGAINST THE RELEASED PARTIES, OR ANY ONE OF THEM, CONTRARY TO THIS SECTION.

Section 14.06. Limitation of Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE ASSOCIATION AND ALL OWNERS (FOR THEMSELVES AND ON BEHALF OF THEIR SUCESSORS, ASSIGNS, GUESTS, TENANTS, AND INVITEES), AND EACH OF THEM, HEREBY SPECIFICALLY WAIVE AND FOREVER RELINQUISH ANY RIGHTS SUCH PERSONS MAY HAVE TO ALLEGE, PURSUE OR COLLECT CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY AMOUNT IN ANY ACTION OR PROCEEDING OF WHATEVER KIND OR NATURE AGAINST DECLARANT, OR DECLARANT'S SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, VENDORS, SUPPLIERS, MATERIALMEN OR AGENTS ARISING OUT OF THIS AGREEMENT, THE COMMON AREAS, ANY CONSTRUCTION DEFECT, OR ANY WORK PROSECUTED OR CONTEMPLATED IN CONNECTION THEREWITH. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION OR OTHER PROCEEDING BROUGHT OR PROSECUTED AGAINST DECLARANT OR DECLARANT'S SUCCESSORS, ASSIGNS, MEMBERS, MANAGERS, OFFICERS, SHAREHOLDERS, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, VENDORS, SUPPLIERS, MATERIALMEN OR AGENTS CONTRARY TO THIS SECTION.

Section 14.07. Cumulative Effect. The provisions of this Declaration shall be cumulative with the provisions of any applicable Supplemental Declaration. Nothing in this

Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Community from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

Section 14.08. Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, any applicable Supplemental Declaration, the Bylaws, the Standards, the Use Restrictions and Rules promulgated pursuant to Article 10, and any and all other Governing Documents. Subject to the terms of this Declaration, failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Lot Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.04.

Section 14.09. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations accruing through the date upon which such notice is received by the Board, notwithstanding the transfer of title.

Section 14.10. Exhibits. All exhibits attached to this Declaration are incorporated by this reference and, unless otherwise provided herein, amendment of such exhibits shall be governed by the provisions of Section 14.02.

Section 14.11. No Waiver. No failure of Declarant or the Association to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of Declarant's or the Association's right to demand exact compliance with the terms and provisions hereof, unless expressly waived in writing by Declarant or the Association, as the case may be.

Section 14.12. No Merger. Notwithstanding the fact that Declarant is the current owner of the Community, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Community and Owners shall not merge into the fee simple estate of individual Lots conveyed by Declarant or its successor(s), but that the estates of the Declarant and individual Lot Owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Community shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

Section 14.13. Governing Law; Venue. THIS DECLARATION SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA (EXCLUDING ITS CONFLICT OF LAW RULES), AND EVERY OWNER AGREES THAT ALL ACTIONS RELATING TO, OR ARISING OUT OF, THIS DECLARATION SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY,

STATE OF GEORGIA, OR THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF GEORGIA, AND BY EXECUTION OF THIS DECLARATION, SUCH OWNERS IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION (BOTH SUBJECT MATTER AND PERSONAL) OF EACH SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVE: (A) ANY OBJECTION THEY MIGHT NOW OR HEREAFTER HAVE TO THE VENUE IN ANY SUCH COURT; AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENCT FORUM. ALL OWNERS FURTHER ACKNOWLEDGE THAT NEITHER DECLARANT, THE ASSOCIATION, THE OWNERS, NOR ANY OTHER PERSON HAS ANY EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED ABOVE (WHETHER OUTSIDE OR INSIDE THE STATE OF GEORGIA), AND EVERTY OWNER COVENANTS AND AGREES THEY SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED BY ANY OWNER IN ANY OTHER COURT (WHETHER LOCATED OUTSIDE OR INSIDE THE STATE OF GEORGIA).

Section 14.14. Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of protecting the value and desirability of the Community, and establishing a flexible and reasonable procedure for the overall development, administration, maintenance and preservation thereof while recognizing the preferential treatment and special rights granted to the Declarant, and shall not be construed against the Declarant or the Association by virtue of the Declarant or the Association being deemed to have drafted any provision hereof.

Section 14.15. Conflicting Provisions. If any provision of this Declaration is found to be inconsistent with or contrary to the Articles or the Bylaws, the Declaration shall be deemed to control and the Articles and Bylaws shall be deemed modified accordingly and, as so modified, to continue in full force and effect.

[Signature of Declarant Appears on Following Page]

[Declaration for Paxton Hill – Cont.]

IN WITNESS WHEREOF, Declarant has executed this Declaration by causing its name to be hereunto subscribed and its seal affixed by its duly authorized officer, all being done as of the day and year first above written.

DECLARANT:

DRYDEN ENTERPRISES, INC., a Georgia corporation

(CORPORATE SEAL)

By: _____
Claude L. Dryden, Jr., President

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____
(NOTARY SEAL)

MARY DRYDEN CREASY NOTARY PUBLIC Comm. Exp. 10/22/23 LIBERTY COUNTY GA

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EXHIBIT "A"

Description of Community

THIS EXHIBIT "A" is made a part of that certain Declaration of Covenants, Conditions and Restrictions for Paxton Hill to which this Exhibit "A" is attached, and provides for all purposes a description of the real property initially constituting the Community described therein, to wit:

TRACT ONE:
All those certain lots, tracts or parcels of land situate, lying and being in the **24th G. M. District of Long County, Georgia, being known and designated as Lot Numbers 101, 102, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175 and 176, Paxton Hill, Phase 1**, as shown and represented on that certain plat of survey made and prepared by Joseph C. Riley, Georgia Registered Land Surveyor No. 3048, dated September 23, 2022, and recorded in **Plat Book 2022, pages 257-259**, in the Office of the Clerk of Superior Court of Long County, Georgia, said plat by specific reference is made a part hereof for descriptive and all other purposes.

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EXHIBIT "B"

Additional Property

THIS EXHIBIT "B" is made a part of that certain Declaration of Covenants, Conditions and Restrictions for Paxton Hill to which this Exhibit "B" is attached, and provides for all purposes a description of certain real property which may, without limitation or obligation, be subjected to the provisions of this Declaration, to wit:

Any and all real property adjacent to the Community and now or hereafter owned by Dryden Enterprises, Inc. or any other successor Declarant under this Declaration

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