

JOHN W. HENDERSON, P.A.  
P.O. BOX 573  
RICHMOND HILL, GA 31326

BRYAN COUNTY  
CLERK OF COURTS

*Repair/  
Rebate  
Bond  
"Dermite  
Jno. P."*

STATE OF GEORGIA )  
COUNTY OF BRYAN )

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Cross Reference to: Mainstreet Subdivision  
Declaration of Covenants, Conditions, and  
Restrictions Recorded in Deed Book 131,  
Folio 491, Bryan County, Georgia records.

BOOK 131  
CLERK OF SUPERIOR COURT  
BRYAN COUNTY, GA

*City Tax  
County Tax*

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on this 16<sup>th</sup> of August, 2001 by and among GREENWAY DEVELOPERS, INC., a Georgia Corporation, (hereinafter "Declarant,"), FRED WILLIAMS HOMEBUILDER, INC., a Georgia Corporation, ("Homebuilder"), FRED L. WILLIAMS, JR. ("Williams"), GENESIS DESIGNER HOMES, LLC, a Georgia Limited Liability Company, ("Genesis") and KONTER HOMES, INC., a Georgia Corporation, ("Konter"); Homebuilder, Williams, Genesis, and Konter being hereinafter collectively called "Lot Owners"; as

WITNESSETH THAT:

WHEREAS, on October 13, 2000 Declarant published that certain Declaration of Covenants, Conditions, and Restrictions for Mainstreet Subdivision ("Declaration") said Declaration being recorded in the Office of the Superior Court of Bryan County, Georgia in Deed Book 131, Folio 491; and

WHEREAS, the Declaration has subsequently been amended by Amendments recorded in Deed Book 145, folio 401, and Supplements recorded in Deed Book 168, folio 203, and Deed Book 168, folio 205 aforesaid records; and

WHEREAS, Declarant and Lot Owners deem that the Declaration as heretofore amended and supplement should be amended in its entirety for the purpose of bringing the Declaration in compliance with requirements of the Federal Housing Administration of the United States; and

WHEREAS, Lot Owners join in this Amended and Restated Declaration for the purpose of evidencing their consent hereto and for the purpose of subjecting any of the existing property owned by Lot Owners to the terms and conditions of this Amended and Restated Declaration;

NOW THEREFORE, for and in consideration of the mutual benefits being to Declarant and Lot Owner, the Declaration as heretofore amended and supplemented is amended by the deleting the same in its entirety and substituting in lieu thereof the following:

WHEREAS, Declarant and Lot Owners are the owners of certain property in the City of Richmond Hill, Bryan County, Georgia, more particularly described as Exhibit "A" hereof and hereinafter defined as the "Existing Property", and

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WHEREAS, Declarant is also the owner of the property described on Exhibit "B" hereof and hereinafter the "Additional Property"; and

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WHEREAS, the Declarant has deemed it desirable for the efficient preservation, protection and control of the Existing Property to create an agency to which will be delegated and assigned certain powers of maintaining and administering the Existing Property, and administering and enforcing these Covenants, Conditions and Restrictions, and collecting and expending for the purposes set forth herein the assessments hereinafter described; and

WHEREAS, it is in the interest and to the advantage of Declarant and to each person, corporation, partnership or other entity which shall hereafter acquire title to any Lot within the Existing Property that certain covenants, conditions and restrictions be imposed upon the Existing Property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby declare and Lot Owners to hereby consent and agree that all of the Existing Property shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of the Existing Property, and which shall run with the Existing Property and be binding on all persons having or hereafter acquiring any right, title or interest in the Existing Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
Definitions

The following words and terms, when used in this Declaration, or any supplemental declaration, shall have the following meanings:

Section 1. "Additional Property" shall mean and refer to that real property described in Article II, Section 2, hereof.

Section 2. "Board of Directors" shall mean the Board of Directors of the Main Street Homeowners Association, Inc.

Section 3. "Association" shall mean and refer to Main Street Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 4. "Declarant" shall mean and refer to Greenway Developers, Inc. or any person or entity who is named its assignee in a document recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia. Any such person or entity shall be entitled to exercise all rights and power conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

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Section 5. "Declaration" shall mean this Declaration of Covenants, conditions and Restrictions.

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Section 6. "Design Review Committee" ("DRC") shall mean the Committee established pursuant to Article V herein.

Section 7. "Dwelling" shall mean any building located on a Lot and intended for use as housing for a single family.

Section 8. "Existing Property" shall mean and refer to that real property described in Article II, Section 10. hereof.

Section 9. "Living Area" shall mean the heated area of a Dwelling calculated from its exterior dimensions, excluding garages, boat sheds, terraces, decks, screened or open porches, and like areas, all as defined by the DRC at its sole discretion.

Section 10. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Existing Property, together with the improvements thereon, if any.

Section 11. "Member" shall mean and refer to every person who is a member of the Association.

Section 12. "Owner" shall mean and refer to the record owner, whether it one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 13. "Plat" shall mean the subdivision plat of the Existing Property recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 493, Folios 1-5 and Plat Slide 498, folio 10.

Section 14. "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household.

Section 15. "Recreation Area" shall mean that area designated as such on the Plat.

Section 16. "Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot, either temporarily or permanently.

Section 17. "Voting Member" shall mean and refer to the Declarant, as well as the Owners of Lots.

Section 18. "Common Area" shall mean and refer to those common areas

described on the Plats.

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## ARTICLE II

Property Subject to This Declaration and Additions Thereof

Section 1. Existing Property. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration is located in Bryan County, Georgia, and is more particularly described on Exhibit "A," attached hereto and made a part hereof.

Section 2. Additional Property. The real property which may be subjected to this Declaration is located in Bryan County, Georgia, and is more particularly described on Exhibit "B" attached hereto and made a part hereof.

Section 3. Additions to Existing Property. Declarant shall have the sole discretion to determine whether or not to subject portions or all of the Additional Property to this Declaration. If the Declarant elects to subject portions or all of the Additional Property to this Declaration, Declarant shall file of record a Supplement to this Declaration ("Supplemental Declaration") which describes the portion of the Additional property which shall become subject to this Declaration. Any such Supplemental Declaration may, in the sole discretion of Declarant, contain additions or modifications of the covenants and restrictions contained in this Declaration to reflect the different character, if any, of the portions of the Additional Property made subject to this Declaration. Upon the recording of record of a Supplemental Declaration, the portions of the Additional Property described therein shall thereafter be considered portions of the Existing Property hereunder.

## ARTICLE III

### Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one or more persons, shall have more than one membership per Lot. Ownership of a Lot shall be the sole qualification for membership in the Association, and each owner shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. The provisions of this Section shall not affect or limit the voting rights of the Declarant as established by Section 2. below.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Lot owned. If more than one person owns an interest in a Lot, all such persons shall designate one (1) person who shall be the Voting Member for the Lot and who shall be the only one (1) of such persons allowed to attend meetings of the Association and cast one (1) vote with respect to the Lot.

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(b) Class B. The Class B Member shall be the Declarant, and any assignee of Declarant who is designated as such in a recorded instrument executed by the Declarant. The Class B Member shall be a Voting Member of the Association and shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time when the Class B membership terminates and is converted to Class A Membership. Class B Membership shall terminate and be converted to Class A Membership upon the happening of the earlier of the following:

(i) When 75% of the Lots have been conveyed to a person or persons who occupy a Dwelling constructed thereon; or

(ii) Five (5) years from the date this Declaration is recorded;

From and after the happening of these events, which ever occurs later, the Class B Member shall be deemed to be a Class A Member. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B Membership. Notwithstanding anything contained herein to the contrary, Declarant shall have the right, in its sole discretion, to terminate its Class B Membership at any time.

(c) Voting Members. Only Voting Members who are current on all assessments due the Association hereunder shall be entitled to attend meetings of the Association, and cast votes on all matters pertaining to the Association, including, but not limited to, the election of members of the Board of Directors, amending this Declaration, the Articles of Incorporation and Bylaws of the Association, and all other matters which may be brought before the Association membership, except as otherwise provided in this Declaration.

#### ARTICLE IV

##### Covenants For Assessments

Section 1. Exemption. The Annual or Special Assessments provided for herein shall commence as to any Lot upon its conveyance by Declarant. It is the intention of this Section that Annual, Limited or Special Assessments shall not apply to any Lots owned by Declarant.

Section 2. Creation of Lien and Personal Obligation of Assessments. Subject to the provisions of the Section 1. above, the undersigned for each Lot owned within the Existing Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay the Association:

(a) Annual Assessments or Charges; and

(b) Special Assessments for Capital Improvements (the "Annual Assessments" and "Special Assessments for Capital Improvements" collectively the "Assessments").

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All Assessments shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, costs and attorney's fees, shall be a charge upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 3. Annual Assessments or Charges. The Annual Assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the residents of the Existing Property, and in particular for:

- (a) The maintenance and repair of any sign or signs located at the entrance of the Property ("Entrance");
- (b) The operation, maintenance of and payment of all utility bills for: (i) street lighting on all roads within the Existing Property and lighting at the Entrance;
- (c) Landscaping (including, but not limited to grass cutting): (i) at the Entrance and (ii) on all roads, easements, Common Areas, or Recreation Area within the Existing Property;
- (d) The operation, repair and maintenance of an irrigation system at the Entrance or in any Common Areas, and the payment of all utility bills for the operation of such irrigation systems;
- (e) The payment of all taxes of any nature due by the Association;
- (f) The payment of all management fees, if any, due for the management of the Association;
- (g) The payment of premiums for any general liability insurance, directors liability insurance or other insurance obtained by the Association;
- (h) The payment of all operating expenses of the Association, including, but not limited to: postage expense, office supplies, accounting fees, legal fees, office staff, office equipment and rent;
- (i) The maintenance and repair of any drainage or utility easements and Common Areas within the Existing Property.

Section 4. Amount of Annual Assessment. The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

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(a) Until December 31, 2002, the Annual Assessment shall be TWO HUNDRED FIFTY Dollars (\$250.00) per Lot; 0370

(b) The maximum Annual Assessment for the fiscal year beginning January 1, 2003 and for each fiscal year thereafter shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Voting Members of the Association by an amount not to exceed fifteen percent (15%) of the maximum Annual Assessment of the previous year. The affirmative vote of a majority of the Voting Members shall be required to approve an increase in the Annual Assessment of more than fifteen (15%) percent from the Annual Assessment of the previous year.

(c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum allowed herein. When the Board of Directors fixes the Annual Assessments for each fiscal year, the Board of Directors shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services provided by the Association and the costs thereof.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement situated within the Existing Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments may be collected on either an annual or monthly basis as determined by the Board of Directors.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting of the Association called for the purpose of taking any action authorized under Sections 4. and 5. shall be sent to all Voting Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence at the meeting of Voting Members, or of proxies, entitled to cast fifty-one (51%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement except as modified in the following sentence, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

Section 7. Uniform Rate of Assessments. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Assessments: Due Dates: Certificate.

(a) All Assessments provided for herein shall commence as to any Lot upon the

conveyance of the Lot by Declarant. The amount of Assessments due upon the conveyance of a Lot by Declarant shall be computed according to the number of days remaining in the fiscal year applicable to such Assessment.

(b) At least thirty (30) days in advance of the due date of each Assessment, the Board of Directors shall fix the amount and due date of the Assessment and give each Owner subject thereto written notice thereof.

(c) The Association, upon demand and payment of a service fee of not more than Twenty-five and no/100 Dollars (\$25.00) shall furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments due on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments not paid within thirty (30) days after its due date shall bear interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of Georgia on money judgments, or Fifteen (15%) percent per annum, whichever is lower, and such amount, together with interest and the costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the Lot against which such Assessment was made, and shall bind such Lot in the lands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the Lot in like manner as a deed to secure debt and, in either event, interest, costs, and attorney's fees in the amount of Fifteen (15%) percent of the total amount of the Assessment and interest thereon shall be added to the amount of such Assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after commencement of the foreclosure action and the Association shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided herein by abandonment of his Lot.

Section 10. Subordination of Lien to Deed to Secure Debt. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed to secure debt conveying the Lot subject to Assessments, and the lien of any ad valorem taxes on the Lot. Sale or transfer of a Lot shall not affect the Assessments lien thereon. However, the sale or transfer of a Lot pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 11. Collection of Assessments Upon Conveyance by Declarant. Notwithstanding anything contained herein to the contrary, the following Assessments shall be paid to the Association upon the conveyance of a Lot by Declarant:



(a) The prorated balance of any Assessments due for the fiscal year in which the closing occurs; and,

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(b) If the conveyance occurs within ninety (90) days of the end of any fiscal year, the Assessments due or projected due by the Declarant for the next fiscal year.

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Section 12. Borrowing Money. Except as limited herein, the Association shall have the right to borrow money in such amounts, for such purposes and on such terms as determined by the Board of Directors. The Association cannot borrow any money if the repayment thereof on an annual basis results in an increase of more than fifteen (15%) percent in the annual expenditures of the Association as projected for the next fiscal year by the Board of Directors. The determination by the Board of Directors as to projected annual expenditures shall be controlling.

## ARTICLE V

### Architectural Control

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

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

Section 3. Design Review Committee. The Design Review Committee ("DRC"), shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors and shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2. above.

Section 4. Liability. Provided that a member or members of the DRC, as the case

may be, has or have acted in good faith on the basis of such information as possessed, neither the DRC nor any member thereof shall be liable to the Association or any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Existing Property;
- (d) Any negligence or breach of contract by a builder carrying out construction within the Existing Property.

Section 5. Responsibility of Declarant. There is reserved unto the Declarant the right of performing all functions of the DRC and to give the approvals and disapprovals otherwise within the jurisdiction of the DRC, so long as the Class B Membership exists.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the DRC, the person seeking such approval shall furnish the data required by the DRC, and no such submission shall be deemed to have been made unless and until all required information has been received by the DRC. The DRC shall either approve or disapprove the design, location and proposed construction and clearing activities within forty-five (45) days after plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish filing fees to defray the expenses of the DRC, which fees shall be paid at the time of submission of such plans.

Section 7. When Approval Deemed Granted. In the event the DRC shall fail to approve or disapprove a proposed design plan and location within forty-five (45) days after all the required plans and specifications therefor have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been filed prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they are incomplete, contain erroneous data, or fail to present accurate and complete information upon which the DRC may be expected to base its decision.

Section 8. Right to Inspect. The DRC shall have the right, at its election, to enter upon any Lot before or during clearing or construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials, all to be determined in the sole opinion of the DRC. The DRC shall have the

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power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

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ARTICLE VI  
Use Restrictions

Section 1. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce rules and regulations concerning the Existing Property.

Section 2. Lot Use. Lots shall only be used for private residential purposes of a single family. No building shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy by a single family, together with such accessory buildings for use by a single family as may be approved by the DRC in its sole discretion. Notwithstanding the foregoing, Declarant may use or permit the use of one or more Lots as model homes or as a sales office.

Section 3. Dwelling Size of Homes on Estate Lots; Garages and Driveways. No Dwelling shall be constructed upon any Lot within the Existing Property, unless:

(a) The minimum Living Area of a one story Dwelling constructed on a Lot with a width of 100 feet ("Estate Lot") shall not be less than One Thousand Eight Hundred (1800) square feet;

(i) As to Lots 190 through 251, of Mainstreet Subdivision, Phase II, no Dwelling shall be erected on said property having a liveable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages, and carports) of less than 1,500 square feet. In the case of a Dwelling having more than one story, no Dwelling shall be erected having a liveable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages, and carports) of less than 750 square feet.

(b) The minimum Living Area of a one and one-half story Dwelling constructed on an Estate Lot, shall be not less than Two Thousand One Hundred (2100) square feet;

(c) The minimum Living Area of a two story Dwelling constructed on an Estate Lot shall be not less than Two Thousand Two Hundred (2200) square feet;

(d) The minimum Living Area of any Dwelling on a lot, other than an Estate Lot, shall not be less than One Thousand Two Hundred Fifty (1250) square feet;

(e) All Dwellings shall have a garage which contains at least Four Hundred (400) square feet and has either a double garage door or two (2) garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof;

(f) All Dwellings must have a paved driveway with a paved parking area.

Section 4. Construction Quality. It is the intention and purpose of this Declaration to insure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Existing Property. All Dwellings shall be constructed in accordance with applicable governmental codes, and with more restrictive standards as may be required by the DRC.

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Section 5. Nuisances. No noxious or offensive activity shall be carried on within the Existing Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other residents of the Existing Property. No immoral, improper, offensive or unlawful use shall be made of any portion of the Existing Property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any Dwelling or Structure which will increase the rate of insurance applicable to other Dwellings in the Existing Property. In the event of a dispute as to whether an activity is noxious, offensive, annoying, a nuisance, immoral, improper to offensive as used herein, the determination as such by the Board of Directors shall be controlling.

Section 6. Home Occupations. No home occupation, industry, business, trade or profession of any kind shall be conducted, maintained or permitted on any part of the Existing Property, unless approved, in writing, by the Board of Directors in its sole discretion. Notwithstanding anything contained to the contrary, Declarant, or its assigns, shall have the right to use any Lot or Dwelling within the Existing Property for a sales office or for model home purposes.

Section 7. Temporary Structures. No temporary structure, including but not limited to: trailers, tents, shacks and mobile homes shall be placed on any Lot at any time; provided, however that this prohibition shall not apply to Declarant, or its specifically designated assigns. In the event of a dispute as to whether a Structure is a "Temporary Structure" as used herein, the determination as such by the Board of Directors shall be controlling.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on a Lot or in a Dwelling, except that not more than five (5) household pets (including no more than two (2) dogs) may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance or cause unsanitary conditions. All animals must be confined to their Owner's Lot or Dwelling, unless walked on a leash.

Section 9. Resubdivision. No Lot shall be resubdivided, combined with another Lot, or reduced in size without the written consent of the DRC; provided, however that this prohibition shall not apply to Declarant or its specifically designated assigns.

Section 10. Outside Antennae. No outside radio or television antennae, dishes

or discs shall be erected on a Lot without the prior written approval of the Board of Directors.

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Section 11. Clothes Lines. No clothes lines or other devices designed for drying clothes outside of a Dwelling shall be permitted within the Existing Property. In the event of a dispute as to whether a device is a "Clothes Line" as used herein, the determination as such by the DRC shall be controlling.

Section 12. Parking.

(a) Automobiles, trucks and motorcycles must be parked in garages, on the driveway area or on the parking pads required on each Lot;

(b) No commercial vehicles/buses, trailers, camping trailers, motor homes, recreational vehicles or boats (collectively "Vehicle/Boat") may be maintained or parked within the Existing Property, unless the Owner thereof obtains a Conditional Parking Permit from the Board of Directors. The Board of Directors shall have the authority, in its discretion, to establish the standards for the issuance of such permit and the authority, to order the removal of any Vehicle/Boat maintained or parked in violation of its conditional parking permit. The cost of such removal shall be paid by such Owner of the removed Vehicle/Boat. In the event of a dispute as to whether a device is a "Vehicle/Boat" as used herein, the determination as such by the Board of Directors shall be controlling.

(c) No disabled automobile, truck, motorcycle or Vehicle/Boat can be parked within the Existing Property for more than two (2) days. No automobiles, trucks, motorcycles or Vehicles/Boats shall be parked in streets, right-of-ways or Common Areas within the Existing Property.

Section 13. Plants and Trees.

(a) No trees or shrubbery on a Lot may be cut, trimmed or disturbed until a Lot Disturbance Permit has been issued by the DRC. The DRC shall have the authority to establish the standards for the issuance of such Permit and can reject plans for construction of a Dwelling on a Lot if the trees or shrubbery previously existing on the Lot had been disturbed prior to the issuance of a Lot Disturbance Permit or in violation of the conditions of such permit.

(b) Builder shall be responsible for planting one (1) street tree per Lot, the variety, location, contractor and source of the tree to be specified by the DRC.

Section 14. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot unless the mailbox or receptacle has been approved by the DRC.

Section 15. Signs.

(a) No signs shall be displayed upon a Lot other than: (i) a sign identifying the name of the contractor, lender or architect during construction of a Dwelling; provided said sign does not exceed five (5) square feet in area; or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed five (5) square feet in area, and is suspended from a wooden sign post, all as approved by the DRC in its sole discretion.

(b) No other signs, including but not limited to directional signs, shall be placed anywhere within the Existing Property, including but not limited to rights-of-ways;

(c) The provisions of this Section shall not apply to Declarant.

Section 16. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch or swale in the Existing Property without the prior written approval of the DRC. The Owner of a Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 17. Maintenance.

Each Owner shall be responsible for the maintenance of his Lot, yard and all improvements erected thereon. If, in the sole opinion of the Board of Directors, an Owner fails to maintain his Lot, yard or any improvements erected thereon in a neat and orderly manner, the Association may provide such maintenance as it deems necessary, and the costs thereof shall be added to and become a part of the Annual Assessment to which such Lot is subject.

Section 18. Fuel Tanks. No fuel tank or similar storage receptacle may be exposed to view on a Lot. Fuel tanks or similar storage receptacles and may be installed only within a Structure, within a screened area or buried underground, as approved by the DRC in its discretion. This provision shall not apply during construction of a Dwelling on a Lot.

Section 19. Driveways and Walkways.

(a) No driveways or walkways can be located within ten (10) feet of the side boundary lines of a Lot. Notwithstanding the foregoing, driveways and walkways can only be constructed on Lots at locations approved by the DRC, in its sole discretion;

(b) Driveways and walkways can only be constructed of such materials as approved by the DRC, in its sole discretion;

(c) The DRC shall have the right to require, in its sole discretion, that driveways and walkways be painted or constructed of precolored materials.

ARTICLE VII

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Easements

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Section 1. Reservation of Easement. In addition to all easements shown on the Plat, Declarant reserves to itself and its designated successors and assigns, a perpetual, alienable and releasable easement across and within ten (10') feet of all the boundaries of a Lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above ground, for the purpose of serving the Existing Property with water, telephone, electricity, sewer, cable television, and other utility services. Within these easements, no Structures, planting or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may, in the sole discretion of the DRC, change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches, swales and easements.

ARTICLE VIII

Indemnification

Notwithstanding any duties of the Association to maintain any rights-of-ways or street lighting within the Existing Property and at the Entrance, or any other duties imposed upon or accepted by the Association, the Association shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-of-ways, street lighting or otherwise, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred in connection with any proceeding to which he may be a party or in which he may become involved by reason of his or her having been an officer or director of the Association, or any settlement, whether or not such person is an officer or director of the Association at the time such expense and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE IX

General Provisions

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

BRYAN COUNTY  
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Section 2. Enforcement. The Association, an assignee of the Association, the Board of Directors, the DRC, the Declarant, or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by any party named above to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought to enforce any of the provisions of this Declaration by either the Association, an assignee of the Association, the Board of Directors, the DRC, or the Declarant, such party, if successful, shall be entitled to recover of the defendant therein all costs of the action, including attorney's fees.

Section 3. Severability. Invalidity of any Section or portion of this Declaration by judgment or court order, shall in no way affect any other Sections or portions, which shall remain in full force and effect.

Section 4. Notices. Any notice sent or required to be sent to any party under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing or when delivered by hand.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with the Existing Property, bind the Existing Property and shall inure to the benefit of and be enforceable by the Association, an assignee of the Association, the Declarant, the DRC, or any Owner, and their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. The Covenants and Restrictions of this Declaration may be continued beyond said twenty (20) years for successive periods of ten (10) years each as follows: to continue the Covenants and Restrictions of this Declaration at least two-thirds of the record Owners of Lots shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record Owners of Lots affected thereby, and a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such extension shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

Section 6. Amendment of Declaration.

- (a) Except as provided in Article XI.
- (b) To amend this Declaration by the affirmative vote of 2/3 of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.



Section 7. Lease of Dwelling. No Dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire Dwelling. All leases must be in writing and provide that the terms of the lease and the occupancy of the Dwelling are subject in all respects to this Declaration and to the Bylaws and Articles of Incorporation of the Association, and any Rules and Regulations formulated by the Board of Directors pursuant to Article VI herein, and that any failure by any lessee to comply with the terms of such documents shall constitute a default under such lease.

Section 8. Liability Insurance. At the sole discretion of the Board of Directors, the Association may obtain and maintain a broad form public liability insurance policy or other form of liability insurance policy covering damage or injury caused by the negligence of the Association or any of its agents, officers or employees, in amounts to be determined by the Board of Directors for each occurrence. Such policy or policies may contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

Section 9. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by the affirmative vote of seventy five (75%) percent of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. However, this section shall not apply to:

- (a) Any actions brought by the Association, the DRC, or an assignee of the Association to enforce any provisions of this Declaration (including, without limitation, the foreclosure of liens or the enforcement of use restrictions);
- (b) Imposition and collection of Assessments as provided hereinabove;
- (c) Counterclaims brought by the Association in proceedings instituted against it.

Section 10. Conflicts. In the event of any irreconcilable conflict between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control.

Section 11. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

Section 12. Common Areas. Declarant or successors and assigns shall convey to the Association any property as herein defined within the Existing Property to be held and used by the Association as Common Area for the use and benefit of all Owners. Said conveyance shall be free and clear of liens and encumbrances. Common Areas cannot be mortgaged or conveyed by the Association except upon the approval of Declarant and 2/3 of the Class A members who are voting in person or by proxy at a meeting of the Association called for the purpose of discussing such conveyance or mortgage.

Section 13. Time of the Essence. Time is of the essence for purposes of this Declaration.

Section 14. Other Insurance. In addition to the liability insurance described in Section 8. above, the Board of Directors, in its sole discretion, may obtain and maintain for the Association such other insurance or fidelity bonds as it deems necessary.

ARTICLE X  
Construction Waste Materials

Section 1. General. During construction of a Dwelling, the following provisions shall apply to scrap materials, wood, paper, trash or other construction waste materials (collectively "Construction Waste Materials"):

(a) If there is sufficient area on a Lot upon which a Dwelling is being constructed for a truck to pass to the rear of such Lot, then all Construction Waste Materials related to the construction of said Dwelling must be stored and situated at the rear of said Lot;

(b) A roll off trash container which can hold a minimum of twenty (20) cubic yards of Construction Waste Materials ("Container") must be maintained on each Lot no closer than thirty (30) feet to any Lot line and all Construction Waste Materials must be kept and maintained in such Container.

(c) The only Construction Waste Materials which can be burned within the Existing Property are wood and paper and these can only be burned in a fifty-five (55) gallon drum.

(d) After a Dwelling is "dried in", as defined by Declarant, all Construction Waste Materials must be removed from the Lot and the Lot "rough graded" as defined by and to the satisfaction of Declarant.

(e) If, in its sole discretion, the Declarant determines that a Lot Owner or a builder constructing a Dwelling for a Lot Owner, does not comply with any of the provisions of this Article XII, then Declarant shall have the option, in its sole discretion, to take whatever actions it deems appropriate to correct said non-compliance and the cost of such corrections plus fifty (50%) per cent of said costs shall be paid to Declarant by the Owner of the Lot on which the non-compliance occurs. The amounts due Declarant pursuant to this Article XII shall constitute a lien upon and encumber the Lot with respect to which the corrections have been made, and the Declarant, and its successors and assigns, shall have the same rights and remedies to record and foreclose such a lien and collect such amount as reserved to the Association with regard to Assessments as set forth in Article IV herein.

ARTICLE XI  
FHA OR VA COMPLIANCE

BRYAN COUNTY

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

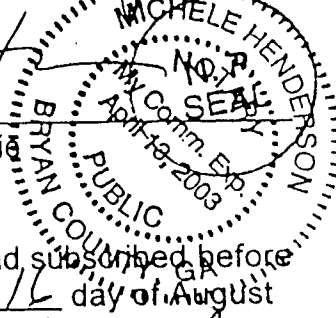
Section 2. Affect. Any amendment or modification enacted by Declarant pursuant to Section 1. above shall affect all of the Lots within the Existing Property to the same degree as if the Declaration was so modified or amended prior to the conveyance of any Lots by Declarant.

ARTICLE XII  
CONSTRUCTIVE NOTICE

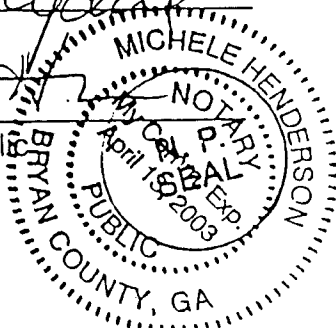
Section 1. General. Every person, firm, association, partnership, corporation or other entity who hereafter owns or acquires any right, title, estate or interest in or to any portion of the Existing Property is and shall be conclusively deemed to have consented to and agreed to every covenant, condition and restriction contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in such portion of the Existing Property.

Sworn to and subscribed before  
me on this 16 day of August  
2001.

Christie Adell  
Witness

M. Henderson  
Notary Public  


Sworn to and subscribed before  
me on this 16 day of August  
2001.

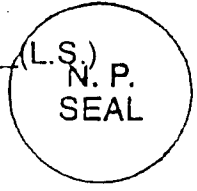
Christie Adell  
Witness  
M. Henderson  
Notary Public  


GREENWAY DEVELOPERS, INC.

By: [Signature] (L.S.)  
President

Attest: Valerie P. Moore (L.S.)  
(Assistant) Secretary

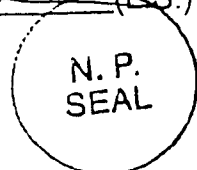
[CORPORATE SEAL]



FRED WILLIAMS HOMEBUILDER, INC.

By: [Signature] (L.S.)  
President

Attest: [Signature] (L.S.)  
(Assistant) Secretary

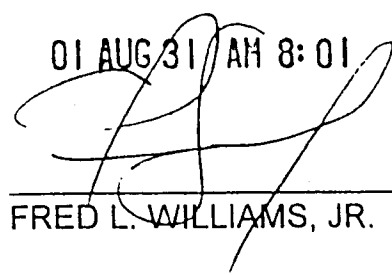


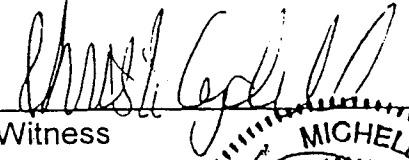
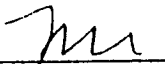

BRYAN COUNTY  
CLERK OF COURTS

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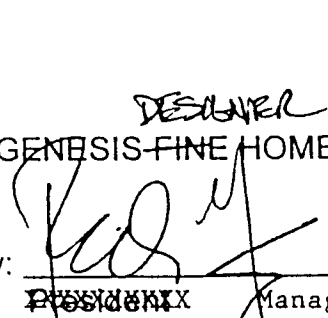
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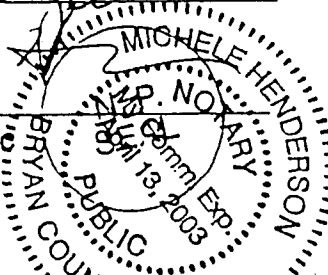
Sworn to and subscribed before  
me on this 16 day of August 2001.  
SUPERIOR COURT  
BRYAN COUNTY, GA

  
\_\_\_\_\_  
(L.S.)  
FRED L. WILLIAMS, JR.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Notary Public  


Sworn to and subscribed before  
me on this 16 day of August  
2001.

  
\_\_\_\_\_  
By: \_\_\_\_\_ (L.S.)  
~~President~~ Manager

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Notary Public  


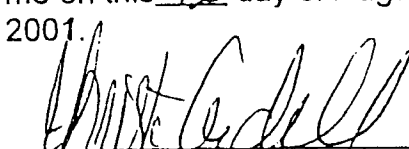
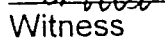

By: \_\_\_\_\_ (L.S.)  
~~President~~ Manager

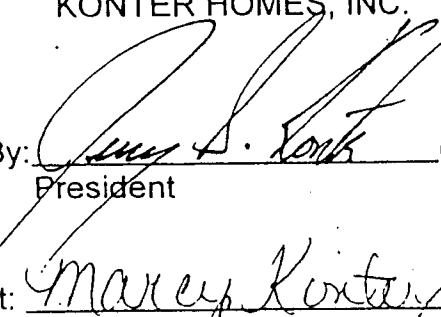
Attest: \_\_\_\_\_  
(Assistant) Secretary

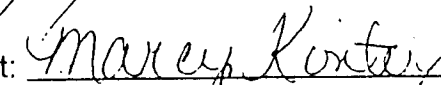
[ CORPORATE SEAL ]

Sworn to and subscribed before  
me on this 16 day of August  
2001.

KONTER HOMES, INC.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Notary Public  


By:  \_\_\_\_\_ (L.S.)  
President

Attest:  \_\_\_\_\_ (L.S.)  
(Assistant) Secretary

N. P.  
SEAL

BRYAN COUNTY  
CLERK OF COURTS

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EXHIBIT "A"  
0384

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All these certain lots, tracts or parcels of land situate, lying and being in the City of Richmond Hill, Bryan County, Georgia being shown as Phase 1 Mainstreet upon a plat entitled "Phase I Mainstreet Subdivision" prepared for Greenway Developers, Inc. by Stevenson & Palmer Engineering Inc., dated March 1, 2000 and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 493, folio 1-5. Said plat is incorporated herein by specific reference.

AND

All these certain lots, tracts or parcels of land situate, lying and being in the City of Richmond Hill, 20th G. M. District, Bryan County, Georgia being shown and designated LOTS 159 through 251 inclusive, MAINSTREET II, upon a plat entitled "Final Plat Mainstreet II". a portion of the Former International Paper Co. Tract 14-A, 20th G. M. District, Richmond Hill, Bryan County, Georgia, prepared by Stevenson & Palmer Engineering, Inc., dated January 31, 2001 and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 498, folio 10. Said plat is incorporated herein by specific reference.

EXHIBIT "B"

BRYAN COUNTY  
CLERK OF COURTS

178

0385

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All that certain lot, tract or parcel of land situate, lying and being in the City of Richmond Hill, 20th G.M. District of Bryan County, Georgia consisting of 263.55 acres, being shown on that certain plat of survey entitled "Plat of a Portion of the Former International Paper Co. Tract 14-A, 20th G.M. District, Richmond Hill, Bryan County, Georgia", prepared by Stevenson & Palmer Engineering, Inc., dated February 28, 2000, recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 487, Folio 7. Said plat being incorporated herein by reference thereto for descriptive and all other legal purposes.

TOGETHER with all easements appurtenant to said property.