

WILLOW LAKE AT \
JONES CREEK, SECTION ONE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by SOUTHEASTERN FAMILY HOMES, INC.,
a Georgia Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property
located in Columbia County, Georgia, more particularly described as
follows:

ALL those forty-three (43) lots or parcels of land,
situate, lying and being in Columbia County, Georgia, and
being more particularly shown on a plat of Willow Lake at
Jones Creek, Section One, prepared by James G. Swift &
Associates, Consulting Engineers, and G. F. "Bo"
Slaughter, Georgia Registered Land Surveyor No. 2614,
dated September 22, 1995, revised October 5, 1995, and
last revised on October 19, 1995, said plat being
recorded in the Office of the Clerk of Superior Court of
Columbia County, Georgia in P.C. _____, Slide _____, #_____
Reference to said plat is hereby made, and said plat
is hereby incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of the
property hereinabove described shall be held, sold and conveyed
subject to the following covenants, conditions, restrictions and
easements which shall run with the real property for the purpose of
protecting the value and desirability thereof. The provisions of
this Declaration shall be binding upon and shall inure to the
benefit of Declarant, its successors and assigns, and all persons,
firms, partnerships, corporations and other legal entities which

may hereafter acquire any right, title or interest in said property, or any portion thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean Willow Lake Association, Inc., a Georgia nonprofit corporation, its successors and assigns. "Board of Directors" shall mean the elected body having charge of the affairs of the Association pursuant to the Georgia Nonprofit Corporation Code, and the Articles of Incorporation and By-Laws of the Association.

Section 2. "Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. "Record Owner" shall mean the person holding title according to the records of the Clerk of Superior Court of Columbia County, Georgia.

Section 3. "Properties" shall mean certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property, including improvements thereon, owned by the Association for the common use and enjoyment of the Owners, including the Rights-of-Way known as Willow Lake and Blue Heron Lane, both as shown on the plat described above. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

ALL that tract or parcel of land shown as Common Area (Park), and the Rights-of-Way known as Willow Lake and Blue Heron Lane, on said plat of Willow Lake at Jones Creek, Section One.

Section 5. "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Properties, except the streets and Common Area.

Section 6. "Declarant" shall mean Southeastern Family Homes, Inc., its successors and assigns, provided that any such successors or assigns shall have become the Owner of more than one unimproved Lot for the purpose of improving the same for residential occupancy.

Section 7. "Home" shall mean the improvements on a Lot intended for use and occupancy as a residence.

Section 8. "Owner's Yard Area" shall mean those portions of a Lot, excluding the Home thereon, requiring landscaping and grounds maintenance for the preservation of the overall appearance and aesthetic quality of the Properties.

Section 9. "Common Expenses" shall mean the actual and reasonably anticipated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 10. "Member" shall mean a person entitled to membership in the Association pursuant to this Declaration.

Section 11. "Mortgage" shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or

security title to property. "Mortgagee", shall mean the holder of a mortgage.

Section 12. "Person" shall mean a natural person, a corporation, a partnership, a trustee or other legal entity.

Section 13. "Willow Lake at Jones Creek" as used in Exhibit "A" attached hereto and made a part hereof shall mean "Willow Lake at Jones Creek, Section One", as more particularly described herein.

Section 14. "Featured Builder" shall mean a home builder approved by the Declarant, at its sole discretion, to construct homes on any lot in the Development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the express consent and acceptance of such public agency, authority or utility, and unless an instrument agreeing to such dedication or transfer signed by the Declarant or two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of use and enjoyment of the Common Area and facilities thereon, and all easements established hereunder to the members of his family, and his occupants, tenants, contract purchasers and guests who reside on or visit the Properties. All such family members, occupants, tenants, contract purchasers and guests shall be subject to the terms of the Declaration and all rules and regulations promulgated hereunder regulating the conduct of Owners on the Properties.

Section 3. Easements for Access and Utilities. The Declarant reserves for itself, and hereby grants to the Association, and grants to Columbia County, Georgia and the Association, the successors and assigns of each, as the case may be, easements for the installation and maintenance of utilities and drainage facilities over the rear five (5) feet of each lot and over five (5) feet from each side lot line and over all areas designated as easements upon the aforesaid plat; provided, however, that in the event of a resubdivision of any of said lots under the provisions

hereof, such side easements shall apply to the side lot lines of the lots as resubdivided in lieu of the side lot lines of the lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event, the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

Section 4. Easements for Emergencies. The Association shall have an easement to enter upon any Lot and the Home thereon for emergency, security, safety and other purposes reasonably necessary for the proper maintenance and operation of the Properties, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during business hours and after notice to the Owner. It is intended that this right of entry shall only include the right of the Association to enter a Lot or Home thereon to cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner thereof, or in the event such Owner fails or refuses to cure the hazardous condition thereon.

Section 5. Easement Over Adjoining Lot for Construction. When a Home is constructed on a Lot within five (5) feet of its side lot line, there shall be an easement over and across the

adjacent five (5) feet of the adjoining lot for the purpose of allowing construction of said Home. The easement area shall extend only that distance of the boundary line between the two involved lots as is necessary for the construction of said Home and the activities related thereto.

Section 6. Joint Driveways. If a joint driveway is established to provide access to two (2) or more adjoining Lots, the Owner of each Lot shall have an easement over and across such driveway for access to his Lot. The maintenance of such driveway shall be the joint and equal obligation of the Owners of the subject Lots; subject, however, to the right of an Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions. All joint driveways shall remain unobstructed.

Section 7. Extension of Rights of Way and Easements. The Declarant reserves for itself, its successors and assigns, as the case may be, the right to extend the forty (40) foot right-of-way known as Willow Lake, utilities, storm drain systems, and water and sanitary sewer systems to additional real estate owned by Declarant described as Parcel B, 10.8+-AC on a plat prepared for Southeastern Family Homes, Inc. by James G. Swift & Associates, Consulting Engineers, and Bill S. Hargrove, Georgia Registered Land Surveyor No. 2258, dated July 27, 1994, and revised April 24, 1995, said plat being of record in the Office of the Clerk of Superior Court of Columbia County, Georgia in P.C. "C", Slide 33, #10, and Declarant further reserves the right to cause water, whether

surface or otherwise, and whether concentrated and collected or not, to flow into the easements as shown on the aforesaid mentioned plat from said additional real estate. Further, Declarant reserves for itself, its successors and assigns, as the case may be, the right to convey the non-exclusive right of ingress and egress over and across the rights-of-way known as Willow Lake and Blue Heron Lane for the purpose of providing ingress and egress to and from said additional property, regardless of the kind and nature of the development of said additional property.

In furtherance of the foregoing, the Declarant, its successors and/or assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration, additional properties in future stages of development.

The additions authorized hereunder shall be made by the filing of record of a supplementary Declaration or Declarations of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient in the sole and undisturbed judgment of the Declarant to reflect the different character, if any, of the added properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. Each member, with the exception of the Declarant, shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. If only one of such persons is present or represented by proxy at a meeting of the membership, that person or his proxy shall be entitled to cast the vote appertaining to such Lot; however, if more than one of those persons are present or represented by proxy, the vote appertaining to such Lot shall be cast only in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast the vote appertaining to such lot without protest being made forthwith by any of the others to the person presiding over the meeting. In no event shall more than one (1) vote be cast with respect to any Lot. The Declarant shall be entitled to three (3) votes for each Lot owned until the happening of one of the following events, whichever occurs first: (a) When thirty five (35) Lots have been sold by the Declarant in Section One of Willow Lake at Jones Creek and at least seventy-five percent (75%) of all lots in any additional and adjoining development have been sold or until Declarant divests itself of title to the

remaining portion of that property described in Article II, Section 8 hereof; or (b) On September 1, 2005, or (c) when, in its discretion, the Declarant so determines, provided that the membership shall be advised of such determination at a special or regular meeting of the membership convened pursuant to the By-Laws of the Association; or (d) upon the expiration of a continuous period of sixty (60) months from the date of the acceptance by Columbia County of the final plat for development of said additional property or during which no further development by the Declarant has been undertaken. Thereafter, the Declarant shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the owners set forth in this declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishing and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 2. Owners' Yard Areas. The Association shall maintain each Owner's Yard Area in good, clean, attractive and sanitary condition, order and repair. The Association shall have an easement in and to each Owner's Yard Area for the purpose of maintenance and care of same, including, but not limited to, the seeding, sodding, watering and mowing of grass, the planting,

pruning and cutting of trees and shrubbery, and other general landscaping and grounds maintenance.

Section 3. Road Maintenance. The Association shall maintain the Rights-of-Way and roads in a good, safe and well kept condition.

Section 4. Personal Property and Real Property for Common Use. The Association, through its Board of Directors, may acquire, hold and dispose of tangible or intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests conveyed to it by the Declarant.

Section 5. Security. The Association may provide for security of the Properties.

Section 6. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lots and suspension of the right to vote and the right to use the Common Area; provided, however, that the Association shall not prohibit an Owner's right of access to his Lot over and across the Common Area. In addition, the Board of Directors shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Section 7. Expressed and Implied Rights. The Association shall perform all other duties and obligations required by this Declaration. The Association may exercise any other rights, powers or privileges expressly authorized by this Declaration or the Articles of Incorporation or By-Laws of the Association, and every other right, power or privilege reasonably implied from or reasonably necessary to exercise any expressed right, power or privilege.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees of no less than fifteen percent (15%) of any and all amounts due, shall also be the personal obligation of the person who was the Owner of such property on the date the assessment became due. The personal obligation for

delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for Common Expenses of the Association: (1) to promote the recreation, health, safety and welfare of the residents of the Properties; (2) for the improvement and maintenance, repair and replacement of the Common Area, gates and streets; and (3) pursuant to Article IX hereof, to repair, maintain and restore the Homes on the Properties.

Section 3. Monthly Assessments. Until January 1, 1997, the maximum monthly assessment shall be \$55.00 per Lot for each Lot owned by Owner other than the Declarant. The maximum monthly assessment for each Lot owned by the Declarant or any Featured Builder, shall be \$10.00 per Lot, unless a Featured Builder has completed construction of a Home on any Lot, in which case the assessment will be the same as the maximum assessment. From and after January 1, 1997, the Board of Directors shall fix the monthly assessment of each Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or streets, including fixtures and personal property related thereto, provided that such an assessment shall have the assent of two-thirds (2/3) of the

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votes of the Owners. If the Declarant is entitled to three (3) votes per Lot pursuant to the provisions of Article II, Section 2 hereof, such special assessments shall also require the assent of the Declarant.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, that the Board of Directors may provide that Lots owned by the Declarant which are not occupied as a residence may be assessed at a lesser uniform rate.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided herein shall commence as to all Lots on the first day of the month following the conveyance of

the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after that due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage made in good faith and for value. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. In General. All property which is now or may hereafter be subjected to this Declaration is subject to architectural and landscape guidelines which are more particularly set forth in Exhibit "A" which is attached hereto and made a part hereof. Said guidelines may be amended by the Architectural Control Committee from time to time as it may, in its sole discretion, deem appropriate. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction the provisions of this Article and the Standards promulgated by the Architectural Control Committee. Each Owner acknowledges that the decor, color scheme and design of his Home are consistent and harmonious with other Homes on the Properties and agrees to maintain his Lot and Home in such a manner as to maintain and perpetuate the visual harmony within the Properties consistent with the said architectural and landscape guidelines referred to herein.

Section 2. Architectural Control Committee. The Architectural Control Committee (ACC) shall have exclusive

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jurisdiction over all original construction, improvements and landscaping on the Properties, and all subsequent reconstruction, modifications, additions or alterations thereto. The ACC shall promulgate standards and procedures governing its area of responsibility and practice. In addition to such standards and procedures, plans and specifications showing the nature, kind, shape, color, size, materials and location of all original construction, improvements and landscaping, and all subsequent reconstruction, modifications, additions, or alterations thereto shall be submitted to the ACC for approval as to quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation. In the event the ACC fails to approve or disapprove such plans and specifications or to request additional information reasonably required for a proper determination within sixty (60) days after submission, the plans and specifications shall be deemed approved. Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of his Home or to paint the interior of his Home any color desired.

The Architectural Control Committee shall consist of five (5) members who shall be, VICTOR J. MILLS and four (4) designees to be approved by him at his sole discretion, who shall serve so long as the Declarant shall be the Owner of Lots and until their successors are duly appointed and qualified. In the event of the death, incapacity or resignation of any of the named members, the

remaining members may appoint one member to act on behalf of the entire committee and the decisions of such an appointee shall bind the committee. No member shall be entitled to compensation for services rendered on behalf of the committee, unless a third party architect or retained consultant.

At such time as the Declarant shall cease to be the Owner of one or more Lots, including any future phase or land, the Board of Directors shall have the power to appoint the members of the ACC for such terms and upon such conditions as the Board of Directors may determine. The terms of the original members (and any member appointed by them) shall expire upon the taking of office of the appointees of the Board of Directors.

ARTICLE VII

INSURANCE AND FIRE PROTECTION

Section 1. Owner's Insurance. Each Owner shall obtain and maintain in force, at a minimum, fire and extended coverage insurance covering the full replacement value of all insurable improvements to his Lot. Evidence of the existence of such insurance shall be delivered to the Board of Directors and maintained in the files of the Association. The Board of Directors, on behalf of the Association, shall have the power, but shall not be required, to obtain such insurance on the Owner's behalf or to pay on the Owner's behalf any overdue premiums for such insurance and recover the costs of same from such Owner in the same manner as payments of delinquent assessments are enforced pursuant to this Declaration. Nothing contained herein is intended

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to, or shall it alter or modify, any Mortgagee's requirements with respect to insurance to be maintained by any Owner.

Section 2. Fire Protection. Each Home on the Properties is protected by the Martinez Volunteer Fire Department. Each Owner shall pay his annual subscription fee when due to the Martinez Volunteer Fire Department, or any other fire department providing fire protection to his Home. Evidence of such payment shall be delivered to the Board of Directors and maintained in the files of the Association. The Board of Directors, on behalf of the Association, shall have the power, but shall not be required, to pay such subscription fee on the Owner's behalf and recover the costs of the same from such Owner in the same manner as payment of delinquent assessments are enforced pursuant to this Declaration.

Section 3. Association Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements, if any, on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount and upon such terms and conditions as deemed by the Board of Directors to be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall maintain a public liability policy covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance,

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in an amount or amounts and upon such terms and conditions as deemed by the Board of Directors to be reasonable under the circumstances. Premiums for all such insurance shall be Common Expenses of the Association and shall be included in the annual assessment provided for in Article V, Section 3 hereof. Any proceeds from such insurance shall be disbursed in a manner deemed by the Board of Directors to be in the best interests of the Association and its members.

Section 4. Rules and Regulations. The Board of Directors shall have the authority to adopt rules and regulations to insure adequate compliance with Section 1 and Section 2 of this Article.

ARTICLE VIII

DESTRUCTION OF HOMES

Section 1. Total Destruction. In the event of a total destruction of a Home, the Owner shall promptly rebuild and repair his Home as soon as practicable after such destruction. Such Owner shall commence to rebuild and reconstruct his Home within a reasonable time, not to exceed sixty (60) days from the date of such destruction. Any such rebuilding or reconstruction shall be approved by the Architectural Control Committee, and shall be in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications approved by the Architectural Control Committee. Notwithstanding the foregoing provisions of this Section, no Owner shall be required to rebuild and repair his Home, in the event of a total destruction of his Home, provided that seventy-five percent (75%)

of the Lot Owners agree in writing that such Owner be relieved of the obligations of this Section. In such event the affected Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

Section 2. Partial Destruction. In the event of partial damage or destruction of a Home, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition, subject to the approval of the Architectural Control Committee, in conformity with the plans and specifications of the original structure. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damage to the structure be left unrepaired and unrestored for a period in excess of sixty (60) days.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility. Each Owner covenants to keep the exterior of his Home in good order and repair, including any appropriate measures, in a manner and with such frequency as is consistent with good property management. In the event that an Owner of any Lot in the Properties shall fail to maintain the exterior of his Home in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon such Lot and to repair, maintain, and restore the exterior of his Home after having

received at least thirty (30) days written notice from the Board of Directors specifying the nature of the repairs, maintenance, or restoration deemed necessary by the Board of Directors. The costs of any such exterior maintenance incurred by the Association shall be added to and become part of the assessment to which such Lot is subject, and the Association shall have the right to recover such costs in the same manner as payments of delinquent assessments are enforced pursuant to this Declaration.

ARTICLE X

JONES CREEK DEVELOPMENT

Section 1. Jones Creek Development. Each Lot is subject to the terms of that certain Declaration of Covenants, Conditions, and Restrictions, for The Jones Creek Development recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Deed Book 413, pages 273-309, and an Amendment thereto, recorded in said Clerk's Office in Deed Book 468, pages 47-49. Said Declaration and Amendment are incorporated herein by reference, and are hereinafter referred to as "the Jones Creek Declaration." Each Lot Owner, and his successors, assigns, family members, occupants, tenants, contract purchasers and guests shall be bound by the covenants, conditions and restrictions contained in the Jones Creek Declaration, and shall enjoy the rights, benefits and easements contained in the Jones Creek Declaration. Each Lot Owner shall be a member of Jones Creek Owner's Association, Inc., pursuant to the Jones Creek Declaration.

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Section 2. Jones Creek Annual Assessments. Annual assessments levied against Lots in Willow Lake pursuant to the Jones Creek Declaration shall be paid by the Willow Lake Association, Inc. from the annual assessments collected pursuant to Article V of this Declaration.

Section 3. Golf Course Lots. All lots in Willow Lake which adjoin Jones Creek Golf Course and Willow Lake are subject to special covenants, restrictions and easements contained in the Jones Creek Declaration.

Section 4. Reciprocal Agreements. Willow Lake Association, Inc., may enter into reciprocal agreements with appropriate persons relating to the use, maintenance and improvements of and access to the property on either side of the common boundary between the Properties and other portions of Jones Creek Development, including Jones Creek Golf Course. Unless otherwise specified in such agreements, each Lot Owner shall enjoy the benefits of such agreements.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 2. Term and Severability. The provisions of this Declaration shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All easements contained in this Declaration shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All affirmative obligations of Owners contained in this Declaration, including, but not limited to the obligation to pay Association assessments, shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All covenants contained in this Declaration restricting the Properties to certain uses shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law; provided, however, if Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration so affected shall run with and bind the Properties so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the votes of the members of the Association present or represented by proxy which are entitled to cast votes at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of the Clerk of Superior Court of Columbia County, Georgia, on or before the effective date thereof, an

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instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension, and which shall contain a certification by the Secretary that such renewal or extension was duly approved by the members of the Association. Every purchaser or grantee of any interest in the Properties subject to this Declaration, by acceptance of a deed or other conveyance therefor, hereby agrees that such provisions of this declaration may be renewed or extended as provided in this Section. Invalidity of any provision of this Declaration by judgment or Court order shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. If the Declarant is entitled to three (3) votes per Lot pursuant to the provisions of Article II, Section 2 hereof; any amendment shall also require the written assent of the Declarant. Any amendment must be recorded. Notwithstanding the provisions of this Section, the Declarant shall have the right to alter the dimensions of a Lot or Lots, and the Common Area adjacent thereto, by the filing of Supplemental Declarations and revised plats prior to the sale of any such Lot or Lots by the Declarant to an Owner.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon any officer

or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

Section 5. Use Restrictions. The Properties shall be used exclusively for residential, recreational and related purposes, subject to the covenants, conditions, restrictions, and reservations contained in this Declaration. No house trailer, mobile home or modular home shall be placed upon or permitted to remain on the Properties. No structure of a temporary character, trailer, motor home, tent, shack or other out building shall be used as a residence on any portion of a Lot or the Common Area. No building shall be erected, altered, placed or permitted to remain

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on any Lot other than one single-family dwelling, not to exceed three (3) stories in height. Notwithstanding the provisions of this Section, the Declarant shall have the right to maintain a temporary office on the Properties until, January 1, 2005, or the expiration of a continuous period of thirty six (36) months during which no further development of Lots by the Declarant has been undertaken, whichever occurs first.

Section 6. Parking Regulations. The Board of Directors shall have the power to adopt rules and regulations governing the parking of vehicles and equipment upon the Properties, including, but not limited to, the designation of certain areas for the parking of nonpassenger vehicles, trucks, recreational vehicles, trailers, motorcycles, boats and similar vehicles and equipment, and including the prohibition of the parking of same in spaces designated by the Board of Directors for passenger automobiles.

Section 7. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, except that no more than two (2) normal household pets may be kept in each Home, provided that such pets are not kept, bred or maintained for any commercial purpose. No such pets shall be permanently kept or maintained outside of the Home on any Lot. The Board of Directors shall have the power to adopt rules and regulations governing pets.

Section 8. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall the property be used in any way for any

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purpose which may endanger the health or unreasonably disturb the Owner of any Home or resident thereof. No business activities of any kind whatever shall be conducted in any Home or on any portion of the Properties; provided, however, that this sentence shall not apply to the Declarant until January 1, 2000, or the expiration of a continuous period of thirty six (36) months during which no further development of Lots by the Declarant has been undertaken, whichever comes first; provided, further, that this sentence shall not apply to the business activities the Association required or permitted under this Declaration.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder, lender, or utility company to advertise the property during the construction and sales period. Any "for rent or for sale" signs must be approved by Declarant in its sole discretion.

Section 10. Subdivision of Lots. No Lot shall be subdivided without the consent of the Architectural Control Committee; provided, however, that the Declarant shall have the right to alter the dimensions of any Lot or Lots, and the Common Area adjacent thereto, prior to the sale of any such Lot or Lots by the Declarant to an Owner. The Association shall reconvey to the Declarant any portions of the Common Area required by any such alterations. In no event shall there be more than forty three (43) Lots on the Properties in Phase I. Declarant will design any future Phase at Declarant's sole discretion.

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Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Exterior Antennas. The Board of Directors shall have the power to adopt rules and regulations pertaining to the display of exterior television and radio antennas, including the prohibition thereof.

Section 13. Garbage, Clothesline, etc. No equipment, garbage cans, woodpiles or storage piles shall be placed or maintained on any Owner's Yard Area in such a manner as to be visible from the Common Area or from neighboring Homes. No clotheslines shall be placed or maintained upon any Lot. It shall be the responsibility of each Owner to promptly remove from the Properties all rubbish, trash and garbage resulting from the occupancy of his Home. The Board of Directors may provide for the common removal of all rubbish, trash and garbage from the Properties, and may include the cost thereof in the annual assessments specified in Article V, Section 3 hereof. The Board of Directors shall have the authority to adopt rules and regulations concerning the maintenance and location of receptacles for rubbish, trash and garbage on the Properties.

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Section 14. Leasing of Homes. The Board of Directors shall have the power to adopt rules and regulations relating to the leasing of Homes, provided that such rules and regulations shall not amount to unreasonable restrictions on the use and occupancy of a Home, and, specifically, shall not create a right of first refusal applicable to the leasing of a Home, create a right of prior approval of a prospective tenant, or prohibit the leasing of a Villa for a period of six (6) months or longer.

Section 15. Garages. All garage doors shall remain closed at all times except for the entrance and exit of vehicles therefrom. No hazardous materials shall be maintained in any garage which shall constitute a safety hazard, or which would viciate or impair fire and extended coverage insurance on the Home of which such garage is a part.

Section 16. Termite Control. The Board of Directors may require a periodic inspection of all Homes on the Properties for subterranean termites and other wood-destroying insects, and may include the cost thereof in the annual assessments specified in Article V, Section 3 hereof.

Section 17. Management Agreements. Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by the Declarant, may not exceed one (1) year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty (30) days written notice to the other party.

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Section 18. Number and Gender. This Declaration is written predominately in the singular number of the masculine gender. Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 19. Perpetuities. 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 provision shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of those persons named herein as the initial members of the Architectural Control Committee.

Section 20. Interpretation and Construction. The provisions set forth in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of the Properties. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective.

IN WITNESS WHEREOF, Declarant has caused this Declaration to
be executed and sealed by its duly authorized officer this 25th day
of October, 1995.

SOUTHEASTERN FAMILY HOMES, INC.

BY:

[Signature] (SEAL)
VICTOR J. MILLS, its President

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness.

[Signature]
Notary Public
NOTARY PUBLIC COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 14, 2003