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FILED February 17
TIME 3:47 PM
RECORDED February 17
BOOK 707 PAGE 315-316
LINDA D. HAYS
CLERK SUPERIOR COURT
NEWTON COUNTY, GEORGIA

DECLARATION OF PROTECTIVE COVENANTS

THE FALLS AT BUTLER BRIDGE

THIS DECLARATION made and published this 3rd day of February, 1998, by THE FALLS AT BUTLER BRIDGE, INC. (hereinafter the "Declarant"), a corporation formed under the laws of Georgia and having its principal office in Newton County, Georgia.

WITNESSETH

WHEREAS, THE FALLS AT BUTLER BRIDGE, INC. owns a certain tract or parcel of land lying and being in Newton County, Georgia, and being more fully described in the deeds of THE FALLS AT BUTLER BRIDGE, INC. recorded in the Clerk's Office of Newton Superior Court; and

WHEREAS, the undersigned corporation has subdivided said tract into single-family residential lots (hereinafter "Lot" or "Lots") identified as THE FALLS AT BUTLER BRIDGE located in the 10th Land District, Newton County, Georgia, and as evidenced by the plat recorded in Plat Book 31, pages 49-51, of the Clerk's Office of Newton County Superior Court, and

WHEREAS, this Declaration may be later amended by the Declarant by adding thereto additional phases of THE FALLS AT BUTLER BRIDGE subdivision by submitting same to this Declaration by written instrument filed in the Office of the Clerk of the Superior Court of Newton County, Georgia; and

WHEREAS, it is to the benefit and advantage of the undersigned and its successors and assigns in ownership of said lots or parcels that protective covenants relating to the use of all said property be established and that these covenants be published and declared to be covenants running with the land above described, and said covenants are restricted solely to the property described in the above stated plat.

NOW, THEREFORE, IN CONSIDERATION of the benefits, the undersigned does hereby proclaim, publish and declare that these restrictive covenants shall apply to all lots set forth in the above described plat, recorded in Plat Book 31, pages 49-51, of THE FALLS AT BUTLER BRIDGE, and the same is hereby made a part of this declaration.

It is further declared that all owners, now and hereafter, including the grantees, their successors, heirs, administrators, or assigns, or anyone claiming title under the corporation making this declaration, and the property, shall be bound until terminated by operation of law or until the 15th day of October, 2047, midnight.

THE COVENANTS ARE HEREIN SET FORTH, TO WIT:

1. Single-family Dwelling. No temporary house, trailer, shack, or tent shall be erected on said lots or parcels to be used for school, kindergartens or church purposes. No mobile, modular, or relocated homes shall be permitted on said property. All lots or parcels to which these restrictions are applicable shall be used for single-family residence purposes only.
2. No Lot Subdivided. No lot shall be re-subdivided without written permission of THE FALLS AT

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BUTLER BRIDGE, INC., or its designee.

3. Occupancy. Before any lot may be occupied, the improvements constructed or to be constructed thereon must be completely finished on the exterior in accordance with the plans approved by THE FALLS AT BUTLER BRIDGE, INC. or its designee. All of the lawn which is visible from any street must be planted with grass or have other suitable ground cover, and the driveway must be paved.
4. Driveways. All driveways must be concrete paved. Driveway approaches must meet THE FALLS AT BUTLER BRIDGE, INC.'s specifications, and approval as to location must be given by THE FALLS AT BUTLER BRIDGE, INC. or its designee.
5. No Refuse, Animals or Poultry. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage, nor shall any lot or parcel be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose.
6. Noise or Odors. No offensive activities shall be carried on upon any of the properties which shall create an annoyance or unusual noise or odors for a residential neighborhood. Noise shall be kept to a minimum from 10:00 p.m. to 6:00 a.m. the following day. No unlicensed vehicles, such as dirt-bikes, mini-bikes, go-carts, or unusually loud motorcycles, will be allowed to be operated on any streets or common areas in THE FALLS AT BUTLER BRIDGE.
7. Building Lines/Set-backs. No building shall be located nearer to a street line than indicated by the building lines shown on the plat, nor nearer to the side lot line than twelve (12) feet. For the purposes of this covenant, eaves, steps, and open porches not covered by a roof structure shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building or construction of any lot to encroach upon another lot, nor shall any lot or parcel be reduced or subdivided.
8. Plan and Specification Approval. No building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of materials, specifications of exterior finishes, specifications of construction method, with plot plans showing the location of such buildings, have been approved in writing by the undersigned, its successors or assigns, as to conformity and harmony of external finishes, colors, designs, and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevation, which approval shall be the sole discretion of THE FALLS AT BUTLER BRIDGE, INC., or its designee. Said approval in writing shall not be required with respect to the construction upon any lot or parcel after ten (10) years, midnight, October 15, 2007, except the requirement for conformity and harmony of external design, external color and finishes, and general quality with the existing standards of the neighborhood shall be applicable so long as those covenants are valid. If THE FALLS AT BUTLER BRIDGE, INC. or its designee fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, THE FALLS AT BUTLER BRIDGE, INC. shall be deemed to have approved said plans and specifications. After the final plans and specifications have been approved by THE FALLS AT BUTLER BRIDGE, INC., no changes may be made in said plans or specifications without the consent of THE FALLS AT BUTLER BRIDGE, INC. THE FALLS AT BUTLER BRIDGE, INC., or its designee, will sign all approved plans as required by this declaration. Upon designation writing executed and filed by the Declarant, the Association provided for hereinafter shall serve as such designee.

The following ARCHITECTURAL GUIDELINES shall be applied in general; however, THE FALLS AT BUTLER BRIDGE, INC. reserves the right, for itself or its designee, to approve a design which is not strictly in conformance with these guidelines if, in the sole discretion of THE FALLS AT BUTLER BRIDGE, INC., or its designee, the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

a. Square footage. The minimum square footage on each home constructed shall be as follows: 1,300 sq. ft. of heated area. All dwelling buildings erected on any lot shall be "stick built" type homes, not factory built or modular homes. The minimum square footage is described as heated space, and this floor space requirement shall be exclusive of any space in garages and finished basements.

b. Garages. All homes must have two-car garages with finished interiors, and these garages must have overhead doors. No carports shall be permitted in the subdivision. The garage is not permitted to be enclosed and used for living area.

c. Roofing. All roofing materials shall be asphalt, fiberglass or cedar shingles or shakes, and the roof will have a pitch of no less than 7/12 and no greater than 12/12. The only roof colors that will be permitted for use will be black or black shadow colors.

d. Dormers. Special attention shall be given as to the size, proportion and construction detail of all dormers.

e. No wood stoops or porches or steps, excluding newels, ballisters or columns, shall be visible from the street; however, certain exceptions may be individually approved.

f. No exposed blocks. Whenever a building or retainer wall erected on any lot or parcel is constructed in whole or in part of concrete, concrete blocks, cinder block or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved materials over the entire surface exposed above finish grade.

g. Exteriors. All brick, roofing, and color tones for exterior of the building must be approved in writing by THE FALLS AT BUTLER BRIDGE, INC. Aluminum siding or 4 x 8 exterior siding is not permitted on any of the exteriors.

9. Signs. No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, without the written permission of THE FALLS AT BUTLER BRIDGE, INC. or its designee, successors, or assigns, being obtained. The undersigned shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed signs permitted hereunder.

10. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, THE FALLS AT BUTLER BRIDGE, INC. or its designee, or the authorized agents or successors and assigns, may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such

owner shall be personally liable to THE FALLS AT BUTLER BRIDGE, INC. and/or the Association, for the cost of cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by THE FALLS AT BUTLER BRIDGE, INC. or its designee, successor or assigns by an appropriate proceeding at law or in equity. All costs incurred by THE FALLS AT BUTLER BRIDGE, INC. on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give THE FALLS AT BUTLER BRIDGE, INC. or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday. The Association provided for herein shall have be able to enforce the requirements of this paragraph in the same manner as Declarant.

10. Easements. Easements are reserved to the undersigned, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the rear ten feet of each parcel or lot, and five feet wide along each side line, with a further easement reserved to cut or fill at a 3-in-1 slope in accordance with the engineering plans along the boundaries of all public streets or roads diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Where there are underground electric and telephone systems and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants, the builder is requested to give notification prior to construction to the individual utility companies whereby the most efficient and appropriate route for the cable between the road and house can be ascertained. Easements for purposes of dock construction and maintenance are reserved on the Common Area Lake for exclusive use of abutting Lot Owners as provided in Paragraph 28 hereinafter.

11. Enforcement/Legal Proceeding. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these covenants may proceed at law or in equity or in any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damages for such violation. These covenants may also be enforced by The Fall at Butler Bridge Homeowner's Association, Inc. (hereinafter the "Association").

12. Liquidated Damages. Any owner violating this covenant, or permitting the covenant to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 a day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

13. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance as provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

14. No Waiver. The failure of THE FALLS AT BUTLER BRIDGE, INC. to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provisions or agreement. The acceptance of performance of anything

owner shall be personally liable to THE FALLS AT BUTLER BRIDGE, INC. and/or the Association, for the cost of cutting, clearing and maintenance described above, and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by THE FALLS AT BUTLER BRIDGE, INC. or its designee, successor or assigns by an appropriate proceeding at law or in equity. All costs incurred by THE FALLS AT BUTLER BRIDGE, INC. on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give THE FALLS AT BUTLER BRIDGE, INC. or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. and on any day except Sunday. The Association provided for herein shall have be able to enforce the requirements of this paragraph in the same manner as Declarant.

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required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by THE FALLS AT BUTLER BRIDGE, INC. of any covenants, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by THE FALLS AT BUTLER BRIDGE, INC. or its designee.

15. Zoning. Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning regulation or restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

16. Fences. Any fences must be approved by THE FALLS AT BUTLER BRIDGE, INC. or its designee. No fences shall be located except in the rear area of a dwelling. The fence shall be directly behind a dwelling and rear corners of the house, and shall be no higher than five (5) feet tall. However, no chain link fences are permitted on corner lots.

17. Air Conditioners. No window air conditioning units may be installed on the front of any house or face any street.

18. Radio, Television/Satellite Dish. All radio and television antennas must be located in the rear of the house and must not exceed five (5) feet above the roof lines of a dwelling. Satellite dishes must be positioned so as not to be seen from any angle on the street, and shall be approved by THE FALLS AT BUTLER BRIDGE, INC.

19. Mailboxes and Post. A 4" x 4" painted black post with a black mailbox is recommended. In the event the 4" x 4" painted black post with black mailbox is not used, plans must be submitted for same to THE FALLS AT BUTLER BRIDGE, INC.

20. Vehicles. The term "vehicles" as used in this provision shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking area located on a lot. Parking in yards is prohibited. If the lot includes a garage with exterior doors, the doors shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage. No vehicle may be left upon any portion of the subdivision, except in a garage or other area designated by the developer, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the subdivision. No boat, recreational vehicle, motor home, mobile home, or towed vehicle shall be temporarily kept or stored in the subdivision for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the developer. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the subdivision. Trucks with mounted campers which are an owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a gross weight in excess of three-quarters of a ton shall be parked (shall not even be parked overnight), kept or stored in the subdivision, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the subdivision. However, moving vans, service or delivery vehicles may be parked in the subdivision for such period of time as is reasonably necessary to provide each service.

21. Landscaping. All front yards must be sodded with grass using not less than 7 pallets of sod (not including sod used elsewhere on the lot); side yards must be sodded for the full extent of the public roadway frontage on each lot. Unless approved by the Declarant in writing, all slopes or banks must be either sodded or landscaped with an approved ground cover or pine straw and juniper. Landscaping designs for the entire lot must be approved by THE FALLS AT BUTLER BRIDGE, INC. in all cases where special allowances have been given to builders to enhance the lot affected.

22. Detached Structures. All detached structures, such as storage buildings, workshops or sheds must be approved by THE FALLS AT BUTLER BRIDGE, INC. or its designee. All detached buildings must be located near the rear of a lot directly behind the dwelling. Exterior building materials and color tones must be in keeping with the primary dwelling. Metal exteriors will not be permitted. Outside clotheslines will not be permitted on any lot without written approval by THE FALLS AT BUTLER BRIDGE, INC. or its designee.

23. Other Structures; Playground or Recreation Equipment. Nothing shall be erected, placed or altered on any lot nearer to any street than building set-back lines unless the same be retaining walls of masonry construction which do not, in any event, rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall apply to that which has been approved by developer. The exposed part of the retaining walls shall be made of brick, natural stone, or veneered with brick, natural stone, or other approved material. All playground or other outdoor recreational equipment maintained on the property shall be located in the rear yard of the primary dwelling in such a way as to limit its visibility from all public rights of way.

24. Section Headings. Section and other headings contained in this agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this agreement or any provision hereof.

25. Exemptions. All lots owned by the developers primarily for the purpose of sale, and all property in THE FALLS AT BUTLER BRIDGE used by the developers for construction, development, offices, garages for equipment, storage of materials and supplies, and for sales offices and accommodations, shall be exempt from Sections 1 through 25 of this Article.

26. Association; Membership and Voting Rights

There shall be created a corporation to be known as "The Falls at Butler Bridge Homeowner's Association, Inc." which shall serve as the Association hereinafter referred to.

26.1 Membership. Every owner shall be entitled and required to be a member of the Association. If title to a lot is held by more than one person, each of the persons shall be member, but the membership in the Association shall be appurtenant to the lot and the right to vote shall be transferred automatically to the new owner(s) of the lot. No person other than the owner of a lot or the Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title of a lot. Voting in the Association shall be allocated so that each lot shall have one vote; if multiple owners of a single lot exist, such owners shall decide among themselves how to vote on any issue and shall cast one vote for the lot. In the event multiple owners cannot agree on how to vote in any matter, the vote for that lot shall not be counted by the Association.

26.2 Administration by Declarant. Notwithstanding any other provisions of these covenants, the Declarant

shall be solely responsible for the administration of the Association until the earlier of: (1) such time as seventy-five per cent (75%) of all Lots (not including common areas) have been conveyed to individual Lot owners, or (2) January 1, 2007. Until such time, the powers and duties of the Association, including those of the Board of Directors of the Association, shall be performed by and vested in the Declarant, unless sooner relinquished by the Declarant to the Association by written instrument recorded in the Office of the Clerk of the Superior Court of Newton County, Georgia.

27. Assessments.

27.1 Creation of Lien and Personal Obligation of Lot Owners for Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed thereto, whether or not expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments, to wit: (i) special assessments for capital improvements established and collected in accordance with procedures herein described; (ii) annual assessments; and (iii) specific assessments against any particular lot which are established pursuant to these Protective Covenants. All such assessments, together with interest and costs, shall be both a charge on the land and a continuing lien upon the Lot against which the assessment is made and a personal obligation of the Owner(s) of the Lot at the time the assessment became due.

27.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties, to pay the costs of improvements and maintenance of the Common Area, to make such repairs as the Association shall deem proper, and to pay ad valorem taxes and other charges (insurance, utilities, professional fees and charges, etc.) arising as a result of its operation, ownership and control of the Common Area. In addition, assessments may be made for the purposes of establishing reasonable reserves as may be determined by the Board of Directors of the Association. No mortgagee of any property within THE FALLS AT BUTLER BRIDGE shall be required to collect any assessment, and failure to pay any assessment shall not constitute a default under any mortgage or deed to secure debt on the property.

27.3 Annual Assessment. Prior to January 1 of each calendar year, the Board of Directors of the Association shall establish a budget for operation of the Association and maintenance of its property. Based on this budget, the Board of Directors shall fix the amount of the annual assessment against each lot, and shall notify by first class mail to the last address furnished to the Association each owner of the amount thereof, and the due dates for payment.

27.4 Special Assessments. Should the annual assessment prove to be inadequate for any given period for any reason, the Board may, at any time, levy a special assessment for purposes of meeting the expenses of the Association.

27.5 Special Assessments for Capital Improvements. In addition to the assessments provided hereinabove, the Association may levy a special assessment for capital improvements to the property of the Association, or for the repair, reconstruction, or replacement of any portion of the Common Area; provided, however, that such Special Assessment for Capital Improvements shall be approved by at least 60% of those members of the Association in attendance at a special meeting called for such purpose.

27.6 Notice of Meetings. Notice of any meeting required by these covenants or the by-laws of the Association shall be given by mailing by first class mail to the last address furnished by each owner to the

Association at least seven, but not more than thirty, days prior to the scheduled meeting of the Association.

27.7 Uniformity of Assessments. Notwithstanding any action of the Board of Directors or otherwise, each assessment made pursuant to the provisions of these Protective Covenants shall be equal for each Lot.

27.8 Liens for Assessments. All sums assessed to any Lot pursuant to this Article, together with interest, costs and attorney's fees, shall be secured by a lien on such Lot in favor of the Association, which lien shall be superior to other liens or encumbrances on such Lot, excepting only:

(i) Liens for ad valorem taxes; and

(ii) Liens for sums unpaid on any mortgage secured by a Deed to Secure Debt (Mortgage) given on such Lot and duly recorded on the public records of Newton County, Georgia including all amounts advanced pursuant to such Deed to Secure Debt and secured thereby in accordance with the terms of the instrument. Notices of Lien shall be filed only after an assessment becomes delinquent in the Office of the Clerk of the Superior Court of Newton County, and shall contain a description of the lien claimed (including the amount thereof), a description of the Lot against which the assessment is made, and the name of the owner of the Lot at the time the assessment became delinquent. After notice, the lien may be foreclosed by Association in the same manner provided for foreclosure of Deeds to Secure Debt under Georgia Law.

28. Special Provisions for Common Areas

The property designated on the plat of the subject property as "Common Area" is hereby conveyed to the Association. Subject to the reasonable regulations of the Association, each person owning a Lot in THE FALLS AT BUTLER BRIDGE shall have a right and easement of enjoyment in the Common Area, which right is appurtenant to the lot owned.

A portion of the Common Area includes a Lake, which is Common Area to the high water mark thereof and is abutted by individual Lots. Each owner of an abutting Lot is hereby granted an easement over the Common Area property which is inundated by the Lake for the sole purpose of constructing a dock for such owner's personal use in accordance with plans and specifications approved in advance by the Association. No structures other than an approved dock may be constructed on the Lake property except by the Association. All Owners (together with their invitees as same may be defined under reasonable regulations adopted by the Board of Directors of the Association), whether or not the Lot owned by the Owner abuts the lake, shall have an unrestricted right to use all portions of the lake during the period of dawn to dusk each day, and shall access the Lake through the Common Area only. The Board of Directors of the Association shall adopt reasonable regulations governing the use of the Lake.

No additional common area may be conveyed or dedicated to the Association without the prior approval of the United States Department of Housing and Urban Development and the United States Veteran's Administration until such time as the Declarant's control of the Association shall have terminated as provided in paragraph 26.2 hereof.

29. Termination of Covenants. The above referred to protective covenants shall terminate on October 15, 2047, excepting only that those provisions relating to assessments and the Association shall survive such termination and shall continue as charges against the individual Lots.

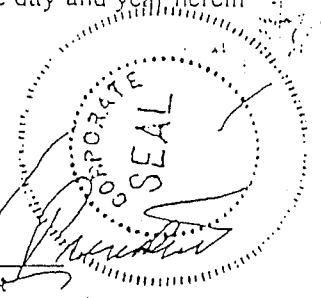
30. Amendment of Covenants. These Protective Covenants may be amended at any time and from time to time by written instrument executed by at least two-thirds of the record owners of Lots within THE FALLS

AT BUTLER BRIDGE. Any approval occurring prior to relinquishment of Developer control of the Association under paragraph 26.2 shall require prior approval of HUD/VA.

In witness whereof, the Declarant has executed these Protective Covenants the day and year herein first above written.

The Falls at Butler Bridge, Inc.

By: [Signature]
D. Hubert White, President



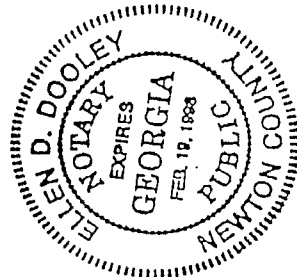
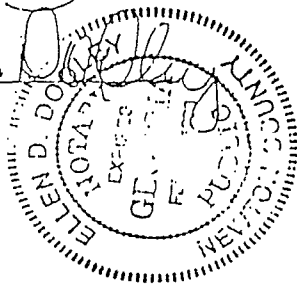
[Signature] (SEAL)
D. HUBERT WHITE

Signed, sealed and delivered in the presence of:

Witness

[Signature]

[Signature]
Notary Public



CORPORATE SEAL AFFIXED

SEAL AFFIXED