

GEORGIA, LEE COUNTY
FILED FOR RECORD ON

8-7-2018

TIME 8:30A BOOK 2009 PG 272-306

RECORDED 8-7-2018

Betty J. McGee, Dep.

SARA CLARK, CLERK
S.C.L.C., GA

AFTER RECORDING, RETURN TO:

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WATSON SPENCE LLP

POST OFFICE BOX 2008

ALBANY, GEORGIA 31702-2008

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
THE VILLAS AT OAKLAND PLANTATION**

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS**
FOR
THE VILLAS AT OAKLAND PLANTATION

TABLE OF CONTENTS

ARTICLE I: DEFINITION OF TERMS

- 1.1 "Architectural Review Committee"
- 1.2 "Articles of Incorporation"
- 1.3 "Association"
- 1.4 "Approved Builder"
- 1.5 "Board of Directors" or "Board"
- 1.6 "Bylaws"
- 1.7 "Building Site"
- 1.8 "Code"
- 1.9 "Common Property"
- 1.10 "Lot"
- 1.11 "Member"
- 1.12 "Owner"
- 1.13 "Occupant"
- 1.14 "Plat"
- 1.15 "Property" or "Community"
- 1.16 "Total Association Vote"
- 1.17 "Additional Property"

ARTICLE II: PROPERTY SUBJECT TO DECLARATION

- 2.1 Property Subject to Declaration
- 2.2 Additional Property
- 2.3 Conveyance of Common Property

ARTICLE III: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership
- 3.2 Voting
- 3.3 Control by Declarant

ARTICLE IV: ASSESSMENTS

- 4.1 Purpose of Assessments
- 4.2 Creation of Lien and Personal Obligation for Assessments

- 4.3 General Assessments
- 4.4 Special Assessments.
- 4.5 Specific Assessments
- 4.6 Subordination of Liens to First Lien Security Deeds
- 4.7 Remedies of the Association
- 4.8 Date of Commencement of Assessments
- 4.9 Capitalization of Association
- 4.10 Budget Deficits During Declarant Control
- 4.11 Estoppel Letter

**ARTICLE V: MAINTENANCE AND CONVEYANCE
OF COMMON PROPERTY TO ASSOCIATION**

- 5.1 Association's Responsibility
- 5.2 Owner's Responsibility
- 5.3 Maintenance of Areas Under Construction
- 5.4 Conveyance of Common Property by Declarant to Association
- 5.5 No Partition

ARTICLE VI: GENERAL PURPOSE OF COVENANTS

- 6.1 Purpose of Covenants
- 6.2 Rules and Regulations

ARTICLE VII: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

- 7.01 Architectural Review Committee
- 7.02 Membership on Architectural Review Committee
- 7.03 Design and Building Guidelines
- 7.04 General Building Standards
- 7.05 Square Footage Requirements
- 7.06 Building Location
- 7.07 Single Family Residential Use Only
- 7.08 Main Dwelling; Detached Garage; and Accessory Buildings
- 7.09 Construction Commencement and Completion
- 7.10 Materials of Construction
- 7.11 Antennas and Satellite Dishes
- 7.12 Ground Usage
- 7.13 Fences
- 7.14 Site Distances
- 7.15 Signs
- 7.16 Vehicles: Parking; Garages
- 7.17 Selling and Leasing
- 7.18 Animals and Pets
- 7.19 Prohibition of Damage, Nuisance and Noise
- 7.20 Unsightly and Unkempt Conditions
- 7.21 Lot Maintenance

- 7.22 Removal of Weeds and Trash
- 7.23 Trash Burning
- 7.24 Drainage
- 7.25 Garbage Cans, Woodpiles, Etc.
- 7.26 Utility Lines
- 7.27 Air Conditioning Units
- 7.28 Lighting
- 7.29 Artificial Vegetation, Exterior Sculpture and Similar Items
- 7.30 Energy Conservation Equipment
- 7.31 Swimming Pools
- 7.32 Gardens, Play Equipment and Pools
- 7.33 Mailboxes
- 7.34 Clotheslines
- 7.35 Entry Features
- 7.36 Traffic Regulations
- 7.37 Easements
- 7.38 Subdivision of Lots
- 7.39 Approval of Builder/Contractor
- 7.40 Construction of Improvements
- 7.41 Trees
- 7.42 Natural gas tankless hot water heaters

ARTICLE VIII: INSURANCE AND CASUALTY LOSSES

- 8.1 Insurance for Common Property
- 8.2 Individual Insurance
- 8.3 Damage and Destruction
- 8.4 Damage and Destruction- Insured by Owners

ARTICLE IX: GENERAL PROVISIONS

- 9.1 Reservation of Right to Amend
- 9.2 Right to Assign or Delegate
- 9.3 Duration of Covenants
- 9.4 Enforcement Rights
- 9.5 Invalidation of Covenants
- 9.6 Notices

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS**

FOR

THE VILLAS AT OAKLAND PLANTATION

THIS DECLARATION ("Declaration") made this 27th day of July, 2018, by **OAKLAND PLANTATION PARTNERS, LLC** (hereinafter referred to as "Declarant"), as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration, and Declarant is desirous of subjecting the real property described in said Article II to the restrictions, covenants, reservations, easements, liens and other charges hereinafter set forth, each of which is for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described and referred to in Article II hereof is, and shall be, held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

**ARTICLE I
DEFINITION OF TERMS**

1.1 **"Architectural Review Committee"** ("ARC") means the Architectural Review Committee established in Article VII hereof.

1.2 **"Articles of Incorporation"** means the Articles of Incorporation of the Association filed with the Georgia Secretary of State and incorporated herein by this express reference thereto.

1.3 **"Association"** means the Georgia non-profit corporation formed or to be formed as the homeowners association for the Property, its successors and assigns. The name of the Association will be **The Villas at Oakland HOA, Inc.** or some similar name.

1.4 **"Approved Builder"** shall mean a builder approved by Declarant for the construction and sale of new homes.

1.5 **"Board of Directors" or "Board"** means the appointed and elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101, et seq. An individual may serve on the Board even though that individual may not be an Owner.

1.6 **"Bylaws"** means the Bylaws of the Association, incorporated herein by reference.

1.7 **"Building Site"** shall mean any Lot, or any two or more contiguous Lots in a single ownership upon which one dwelling may be erected in conformance with this Declaration.

1.8 **"Code"** means that document prepared or adopted by the ARC hereof which contains, among other items, the design and building guidelines, and the application and review process, for proposed construction or other improvements on any Lot.

1.9 **"Common Property"** means any and all real and personal property, including without limitation Oakside Circle (60' r/w), the Club House Area as shown on the Plat, recreation areas, greenspace areas, greenspace easements, utility and drainage easements, other easements, and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.10 **"Lot"** means all subdivided parcels of property which are part of the Property, as identified on the Plat referenced herein.

1.11 **"Member"** shall mean the Owner entitled to membership in the Association.

1.12 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property, including contract sellers but excluding contract purchasers, and also excluding those having such interest solely as security for the performance of an obligation.

1.13 **"Occupant"** means any person occupying all or any portion of a Lot, a Building Site or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such property.

1.14 **"Plat"** means that certain plat prepared by Lanier Engineering, Inc., entitled **"The Villas at Oakland Plantation"**, and recorded in **Plat Book 000PCF, Pages 187 and 188**, in the office of the Clerk of Superior Court of Lee County, Georgia.

1.15 **"Property" or "Community"** means the property described in Article II hereof.

1.16 **"Total Association Vote"** means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

1.17 **"Additional Property"** means any additional real property owned by Declarant, and any improvements thereon, which is not now part of the Property, but which Declarant shall have the sole and absolute right, but not the obligation, to add said real property to the Property and governance by this Declaration by Declarant's recordation of an amendment hereto.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 **Property Subject to Declaration.** All of Lots 1 through 43, as shown on the Plat, shall be subject to all terms of this Declaration, together with all improvements thereon, including the Common Property, utility systems, drainage systems and other improvements serving the Lots and, upon submission to the provisions of this Declaration, the tracts or parcels of land hereafter added thereto as Additional Property, together with all improvements thereon.

2.2 **Additional Property.** Declarant hereby reserves the right, but not the duty nor the obligation, in Declarant's sole and absolute discretion, to add Additional Property to The Villas at Oakland Plantation development by recording a supplement or amendment to this Declaration in the Office of the Clerk of Superior Court of Lee County, Georgia, thereby subjecting such Additional Property to this Declaration. Any such supplement shall subject such Additional Property to the jurisdiction of the Association and shall make the Owners of such Additional Property members of the Association. If the Additional Property or any portion thereof is so added, Declarant reserves the right to designate the boundaries of the portion added. This option may be exercised by the Declarant in accordance with the following rights, conditions and limitations which are the only conditions and limitations on such option:

(a) The option may be exercised from time to time during a period of twenty (20) years from the date of this Declaration; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such twenty (20) year period by executing and filing an agreement evidencing such termination in the deed of records of the Clerk of the Superior Court of Lee County, Georgia.

(b) If the Additional Property or any portion thereof is so added, Declarant reserves the right to designate the boundaries of the portion added.

(c) Should the option to add the Additional Property, or any portion thereof, not be exercised within the terms specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect.

(d) The option reserved by Declarant to add Additional Property shall in no way be construed to impose upon Declarant any obligation to add any Additional Property or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.2 may be exercised by Declarant only, by the execution of an amendment to this Declaration which shall be filed in the deed records of the Clerk of the Superior Court of Lee County, Georgia, together with a legal description of the Additional Property. Thereafter, Declarant shall convey to the Association the Common Property, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and

restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such parcel(s). From and after the addition of the Additional Property by amendment to this Declaration, the number of votes in the Association shall be increased by the number of additional Lots to be located on the Additional Property, so that there shall continue to be one vote in the Association per Lot. In no event shall Declarant be obligated to submit the Additional Property, or any portion thereof, to any covenants, conditions or restrictions whatsoever.

2.3 **Conveyance of Common Property.** The Association shall accept conveyances of Common Property as are made from time to time to the Association by Declarant. The warranty of any construction by Declarant on Common Property shall be one year from the completion of said construction. After the one-year period of warranty, said construction in the Common Property shall become the responsibility of the Association to repair, replace and maintain the Common Property. Declarant shall not be required to make any improvement whatsoever to property to be conveyed and accepted pursuant to this Section.

ARTICLE III **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

3.1 **Membership.** Every person who is the Owner of the fee interest in any Lot subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast, nor office held (except for Declarant), for each Lot owned.

3.2 **Voting.** Members shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the vote attributable to such Lot shall be suspended in the event more than one person seeks to exercise it. A Lot's vote shall automatically be suspended in the event any assessment or charge owed to the Association remains unpaid in excess of thirty (30) days. The vote shall remain suspended until any and all delinquent amounts are paid in full.

3.3 **Control by Declarant.** Notwithstanding any provision to the contrary in this Declaration, or the Bylaws, or Articles of Incorporation of the Association, Declarant hereby reserves unto itself the right to appoint and remove any members of the Board of Directors of the Association, and any officer of the Association, until such time as the first of the following events shall occur: (i) two (2) years following the sellout of all Lots, including those added as Additional Property; or (ii) the surrender by Declarant of such authority to appoint and remove by an express amendment to this Declaration executed and recorded by Declarant. Upon the

expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall pass to the Owners as members of the Association, including Declarant if Declarant then owns one or more Lots. Following such expiration, a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association, together with any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in his possession.

ARTICLE IV ASSESSMENTS

4.1 **Purpose of Assessments.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 **Creation of Lien and Personal Obligation for Assessments.** Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, covenants and agrees to pay the Association: (a) general assessments; (b) special assessments; and (c) specific assessments against any particular Lot including, but not limited to, reasonable fines as may be imposed in accordance with terms of this Declaration. All such assessments, together with late charges, interest [at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due] and costs of collection, including, without limitation, reasonable attorney's fees relating thereto and actually incurred, shall, from the time the sums become due and payable, be a charge on the Lot and shall be a continuing lien in favor of the Association on the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interest and costs, shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment becomes due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner owns a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessment provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 **General Assessments.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves for such items as the maintenance, repair and repaving of Oakside Circle and other Common Property items. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment, and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, landscape maintenance, expenses and liabilities incurred as proved herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

The Board shall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. General assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, general assessments shall be paid in four (4) quarterly installments.

4.4 **Special Assessments.** In addition to the other assessments authorized herein, the Association may levy special assessments from time to time if approved by the Board. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.5 **Specific Assessments.** The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Article shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among the Lots which are benefited according to the benefit received; or

b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.6 **Subordination of Liens to First Lien Security Deeds.** The lien of all assessments authorized herein is hereby made subordinate to the lien of any first mortgage security deed placed on a Lot if, but only if, all assessments and charges with respect to said Lot authorized herein having a due date prior to the date of the first mortgage security deed as filed of record have been paid. The lien hereby subordinated is only such lien as relates to the assessments and charges authorized hereunder having a due date on or subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage with a sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such security deed. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of his or her personal obligation to pay all assessments coming due at any time when he or she is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by a foreclosure or by a sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a non-judicial foreclosure, or pursuant to a deed in lieu of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or Owner of such Lot from liability for any assessment authorized hereunder to become due after such sale or transfer.

4.7 **Remedies of the Association.** Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successor in title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successor in title creating any indemnification of the Owner or of any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who is not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners. The foreclosure procedure available to the Association shall be the same procedure as for foreclosing other liens for the improvement of real property in Georgia. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent

Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities, and the right to receive and enjoy such other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension, and shall not affect the permanent lien on such Lot in favor of the Association.

4.8 **Date of Commencement of Assessments.** General assessments shall commence when the Board of Directors first determines a budget and levies general assessments. The general assessments provided for herein shall commence as to a Lot when it has been conveyed by Declarant to an Owner, builder or contractor other than Declarant. Lots which have not been conveyed by Declarant as provided above shall not be subject to assessment. Special and Specific Assessments will commence as to an affected Lot when the Board so determines.

4.9 **Capitalization of Association.** Upon acquisition of record title to a Lot by the first Owner thereof, including a Qualifying Builder but not including Declarant, a capital contribution shall be made by the first Owner to the working capital of the Association ("Capital Contribution") in an initial amount equal to Two Hundred Fifty Dollars (\$250.00), which amount may be adjusted from time to time by the Board in its sole discretion. This amount shall be in addition to, not in lieu of, the Association's annual general assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. The Capital Contribution shall be due and payable to the Association at the time a Lot is acquired by the first Owner of the Lot other than Declarant.

4.10 **Budget Deficits During Declarant Control.** For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may:

- a) Advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or
- b) Cause the Association to borrow such amounts from a commercial lending institution at the then prevailing rates for similar loans in the local area of the property. No mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.11 **Estoppel Letter.** The Association shall, within five (5) business days after receiving written request thereof and for a reasonable charge, as established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE V
MAINTENANCE AND CONVEYANCE OF COMMON PROPERTY TO ASSOCIATION

5.1 **Association's Responsibility.** According to a reasonable prioritization and/or schedule established by the Board, the Association shall maintain, keep in good repair and, in the Board's discretion, improve or alter the following portions of the Property:

5.1.1 **Common Property.** The Association shall maintain and keep in good repair the Common Property. The maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain: (a) All private property streets, roads and drives, including without limitation Oakside Circle; (b) all street signs; (c) all entry features; (d) landscaping originally installed by the Declarant, whether or not such landscaping is on a Lot, Common Property or public right-of-way; (e) all storm water drainage facilities serving the Property within the Property and the related Greenspace Areas; (f) designated property outside of Lots which was originally maintained by Declarant; (g) all tree lighting pertaining to the Property; and (h) all insurance and taxes applicable to any and all of the foregoing. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association and to enter into easements and cost sharing agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event the Association determines that the need for any maintenance, repair or replacement, which is otherwise the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement, and all costs thereof not paid for by that Owner's insurance shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with this Declaration and with the rules and regulations established by the Board.

The Board of Commissioners of Lee County shall have no responsibility to maintain, repair, resurface, rebuild or otherwise improve streets, signs, drainage improvements or any other appurtenances within general purpose public access and utility easements established for private streets. All such maintenance, repair and replacement responsibilities shall remain the responsibility of the Association and its members.

5.1.2 **Lots.** The Association shall:

(a) Maintain and keep in good repair, but not replace, all grass and drainage lines initially placed on the Lot at the time of purchase from the Declarant or Approved Builder.

(b) Refresh the pinestraw in landscaped areas on each Lot on a schedule determined by the Board. Landscaped areas are defined as those with nursery shrubs in them in the front of all lots and the side yards of corner lots. This includes the front yard planting areas and other landscaped banks and islands between homes with plants in them. The Association

will not refresh the areas in the side and rear yards.

(c) Mow all grass portions of the Lots and remove grass debris from the patios, driveways, and sidewalks after mowing by blowing. Lawn fertilization program shall be maintained on a schedule determined by the Board.

Upon Board resolution and approval of a majority of the members present or represented by proxy at a duly constituted meeting of the members, the Association may assume responsibility for providing additional maintenance on the Lots. Additionally, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. All maintenance performed by the Association shall be performed consistent with this Declaration and with the rules and regulations established by the Board.

5.1.3 **Oakside Circle.** The cost of the maintenance, repair and resurfacing of Oakside Circle will be borne equally by each Lot Owner as a member of the Association. The Association will follow a maintenance schedule for the maintenance of Oakside Circle as follows: (a) visually inspect the street annually for potholes and other localized problems with base and pavement, and repair as necessary; (b) visually inspect storm drainage pipe outfalls annually for erosion or sedimentation, and correct as needed; and (c) fund the Association's reserves each year to resurface Oakside Circle as needed.

5.2 **Owner's Responsibility.** Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, all maintenance of the Lot and all structures, landscaping and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with this Declaration, with the rules and regulations established by the Board, and in an attractive, well-kept condition and in good order and repair. In addition, the Owner shall maintain all pipes, irrigation systems, lines, conduits or other apparatus which serve only the Lot, whether located within or without a Lot's boundaries (including all gas, electricity, and water pipes, lines, conduits and other apparatus serving on the Lot). Owner shall be responsible for all plants, trees, and shrubs on Lot and will replace, in a reasonable timeframe and at their expense, any that die. Such maintenance shall be performed consistent with this Declaration and with the rules and regulations established by the Board.

In the event that the Board determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association may, except in an emergency situation, give the Owner written notice of the maintenance deficiencies determined by the Association and the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense in the event Owner does not immediately remedy same. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence and continue such work to completion with reasonable dispatch. If any Owner does

not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement, and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

5.3 **Maintenance of Areas Under Construction.** All Owners and Occupants acknowledge and understand that the Declarant and Approved Builders will be constructing homes, improving Lots and engaging in other building activities related to the Community over a period of years. Such construction, improvement and building activities by Declarant and Approved Builders may, from time to time, produce certain conditions in the Community, including, without limitation: (A) noise or sound that objectionable because of volume, duration, frequency or shrillness; (B) smoke; (C) noxious, toxic, or corrosive fumes or gases; (D) obnoxious odors; (E) dust, dirt or flying ash; (F) unusual fire or explosion hazards; (G) temporary interruption of utilities; (H) excavation and partial clearing and/or grading of Lots or other areas in the Property; (I) partial construction of homes and other improvement in the Property; (J) other conditions that do not look orderly or neat and do not meet the standards set forth in this Declaration and/or in the rules and regulations established by the Board; and/or (K) other conditions that may threaten the security or safety of Persons or property in the Property. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions in the Property resulting from construction, improvement and building activities shall not be deemed a nuisance, an unsightly or unkept condition and shall not cause Declarant, Approved Builders and their agents to be deemed in violation of any provision of the Declaration.

5.4 **Conveyance of Common Property by Declarant to Association.** The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

5.5 **No Partition.** The Common Property shall remain undivided, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

ARTICLE VI **GENERAL PURPOSE OF COVENANTS**

6.1 **Purpose of Covenants.** The Property described in Article II hereof is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners of the Lots against such improper use of surrounding Lots as will depreciate the value of their respective Lots; to preserve, insofar as practical, the natural beauty of said Property; to

guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color scheme; to ensure the highest and best development of said Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from streets and adequate free space between structures; and in general, to provide adequately for a high type and quality of improvements in said Property, and thereby to enhance the value of investments made by Owners of the Lots therein.

6.2 Rules and Regulations.

(a) Subject to the provisions hereof and the Code, the Board may establish reasonable rules and regulations concerning the use of Lots and the Common Property and facilities located thereon. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, unless and until any such rule or regulation be specifically overruled, canceled or modified by the Board or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a two-thirds majority of the Total Association Vote, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to The Villas at Oakland Plantation development.

(b) Upon the violation of any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable monetary fines which shall constitute a specific lien upon the Lot, the Owner and/or the occupant guilty of such violation, and/or to suspend an Owner's voting rights and/or such Owner's right (and the right of such Owner's family, guests and tenants of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Property, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants, or by his co-Owners or the family, guests or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

ARTICLE VII ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

7.01 Architectural Review Committee ("ARC"). In order to maintain high architectural standards in the development, the Declarant does hereby establish the ARC, whose members shall be appointed by the Declarant. **The decisions of the ARC are final and are to be enforced by the Association, through its Board of Directors.**

7.02 Membership of the ARC. The ARC shall consist of up to five (5) members, who shall be selected by the Declarant, and who may be changed from time to time at the sole discretion of the Declarant. An individual may be a member of the ARC even though that

individual is not an Owner or a member of either the Board or Declarant. A majority of the ARC may designate a representative to act for it. The ARC's initial mailing address shall be 3199 Palmyra Road Albany, GA 31707. The ARC operates independently of the Board of Directors of the Association and shall not lose its authority and functions at such time as the Declarant relinquishes the right to appoint the officers and Directors of the Board of the Association. Only at such time as a majority of the then-serving members of the ARC vote to resign and specifically relinquish their ARC authority and functions will the Association have the authority to appoint members of the ARC.

7.03 **Design and Building Guidelines.** The ARC may adopt design and building guidelines and application and review procedures. The ARC shall have sole and full authority to prepare and to amend the foregoing guidelines and procedures. Owners and builders shall conduct their operations strictly in accordance with any such guidelines and procedures.

7.04 **General Building Standards.** **The ARC shall be the sole arbiter of all plans and specifications submitted for approval and may, in its sole and absolute discretion, withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of this Declaration or the Code.**

Notwithstanding that the ARC has or has not yet adopted any design and building guidelines and procedures, no exterior construction, alteration, addition or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any part of the Property, except such as is installed by the Declarant, unless and until same has been approved by the ARC. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the ARC. The ARC may employ architects, engineers or other persons, as it deems necessary, to enable the ARC to perform its review.

No dwelling, building, fence, television or other satellite receiving antenna or "dish," or other structure or improvement shall be erected, placed or altered on any Lot until the building plans, exterior specifications, exterior color and finish, landscape plans, plot plans (showing the proposed location of such building or structure, improvement, drive and parking area), and construction schedule have been approved in writing by the ARC. One copy of all such plans and related data shall be furnished to the ARC for its records.

No alterations in the exterior appearance of any existing building or structure shall be made without approval in the same manner described herein for new buildings or structures.

The right of approval vested in the ARC hereunder shall include the right to approve all exterior building materials, the exterior color or finish, windows, doors, roofing materials and all landscape materials. Approval by the ARC shall be exercised in the best interest of the harmonious development of the Property and in keeping with the ARC's desire to promote an attractive residential development. It is also expressly understood that the approval of any plans and specifications by the ARC shall in no way relieve the Lot owner from fully

complying with these restrictions and covenants, and also with applicable zoning or building regulations. All required approvals shall be in writing.

No aluminum, metal or plastic sheds or storage buildings shall be placed on any Lot. Any outbuilding or storage facility on any Lot shall be constructed of material complimentary to the main dwelling and shall be in keeping with the architectural design of the main dwelling. Any storage facility or outbuilding shall be separately approved by the ARC before construction of the same. The plans, exterior specifications and plot plan for same shall be submitted to the ARC prior to the beginning of construction. If approval is given for any such structure by the ARC, the same shall comply with all applicable setback line requirements. All required approvals shall be in writing.

If the ARC fails to approve or disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given, but as to any such approval, the Owner and the Owner's heirs, successors and assigns shall be bound by and shall comply with all other provisions of this Declaration. Any member of the ARC or its representatives shall have the right, during reasonable hours, to enter upon any Building Site to inspect for the purpose of ascertaining whether or not the provisions of this Declaration or of any design and/or building guidelines established by the ARC have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the ARC, in the event of noncompliance with this Section, the ARC may record in the appropriate land records a notice of violation hereunder naming the violating Owner and/or may seek an injunction against said violation.

Plans and specifications are not reviewed for engineering or structural design or quality of materials, and, by reviewing such plans and specifications, neither the ARC, the member(s) thereof, the Association nor the Declarant assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither the Declarant, the Association, the ARC, the Board, nor the officers, directors, members, employees, partners or agents or any of them shall be liable for damages to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agree that such person or Owner will not bring any action or suit against Declarant, the Association, the ARC, the Board or the officers, directors, members, employees or agents of any of them to recover such damages, and hereby releases, quit claims and covenants not to sue for any claims, demands or causes of action arising out of or in connection with any decision, non-decision, judgment, negligence or nonfeasance arising in connection with the submission of any plans and specifications pursuant to this Declaration and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

The approval of the ARC of any proposal or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Notwithstanding anything to the contrary herein, the ARC shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws, any design or building guidelines and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provisions in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions or hardship, or required by aesthetic or environmental considerations and would not be inconsistent with the overall scheme of development for the Property. No variance shall (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other apparently similar circumstances. For purposes of this provision, however, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

7.05 **Square Footage Requirements.** The floor area of the main structure of any one-story residence constructed on any Lot, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet and shall not exceed a maximum of 3,000 square feet. In the case of a 1 ½ or 2 story structures constructed on any Lot, the ground floor area shall not be less than 1,200 square feet, and the total floor area shall not be less than 1,800 square feet or greater than 3,200 square feet.

7.06 **Building Location.**

(a) Each dwelling house erected on each Lot, or any part thereof, shall face or front the principal frontage of the Building Site upon which it is located as such principal frontage is indicated on the Plat, except by written consent of the ARC;

(b) Each main dwelling erected on said Lot shall be parallel with the front line of its respective Lot where located, unless otherwise approved by written consent of the ARC;

(c) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line or any other side lot line than the minimum building setback line shown on the Plat. For the purpose of this Declaration, eaves and steps shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of any improvement on a Lot to encroach upon any other Lot.

(d) If the setback or location of any building or the width or principal frontage of any Building Site shall be difficult to determine by reason of irregular shape, or otherwise, a decision as to the location may be made by the ARC, whose judgment shall be final.

7.07 **Single Family Residential Use Only.** All numbered Lots which are made subject hereto shall be used for single family residential purposes exclusively. No trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the Community; (c) the business activity conforms to all zoning requirements for the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use or threaten the security of other residents of the Community, as may be determined in the sole discretion of the Board of Directors. Notwithstanding, teaching or tutoring no more than four (4) students per day shall be exempt as long as students' vehicles use off-street parking.

7.08 **Main Dwelling; Detached Garage; and Accessory Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single-family dwelling, not to exceed 2 stories in height above ground. No accessory buildings or detached garages may be constructed on any Lot without the prior written approval of the ARC.

7.09 **Construction Commencement and Completion.** The construction of the main dwelling on a Lot, once commenced by the Owner, will proceed with reasonable diligence and dispatch and will be continuous from the time of commencement until fully completed.

7.10 **Materials of Construction.** Every building, fence, wall or other structure placed on any part of said Property shall be constructed from new material, unless the use of other than new material therefore shall have received the written approval of the ARC.

7.11 **Antennas and Satellite Dishes.** No antenna of any kind, including a satellite system or "dish," shall be moved to, assembled or constructed on a Lot, except with the written approval of the ARC. Notwithstanding the above, one satellite dish, not exceeding eighteen (18) inches in diameter, may be located on each Lot so long as same is located at the rear of any dwelling or residence located on the Lot in a location approved by the ARC.

7.12 **Ground Usage.** No portion of any Lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that as a lawn. Nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, the planting of trees or shrubbery, the growing of flowers, ornamental plants or shrubbery, all for the purpose of beautifying a Lot, subject to the other provisions of this Declaration.

7.13 **Fences.** Only fencing approved by the ARC shall be permitted in the Community. Installation of fences requires written approval from the ARC. In the event Declarant erects a perimeter fence surrounding the Community, the Owner shall be responsible

for the maintenance, repair and replacement of the portion of the perimeter fence located on his Lot in accordance with the Board's guidelines.

7.14 **Site Distances.** All property located at street and driveway intersections shall be landscaped so as to permit safe sight across street corners and driveways. No hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the ARC, it would create an unsafe condition.

7.15 **Signs.** No sign of any kind shall be erected by an Owner, Builder or Occupant within the Community or on a home or displayed from within a home without the prior written consent of the Declarant or the ARC, except signage specified in a building code promulgated by Declarant or by the ARC for construction. The Board and the Declarant shall have the right to erect reasonable and appropriate signs. A "For Sale" sign will be permitted to be erected on a Lot, subject to the approval of the ARC. During construction, a Qualifying Builder or Owner will place a sign on the Lot identifying the Lot number for the purpose facilitating construction deliveries to that Lot, but such sign is subject to approval by the ARC. Declarant shall have the right to enter upon a Lot and remove any sign not approved by Declarant. Notwithstanding the above, one (1) security sign, no larger 4" x 4" may be installed in a flower bed, or displayed from inside a dwelling.

7.16 **Vehicles; Parking; Garages.** The term "vehicles," as used herein, shall include, without limitation, automobiles, trucks, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, vans, any type farm equipment and any other type of motorized means of transportation. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot except that guests and service vehicles may park along streets for reasonable periods of time as determined by the Board. 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.

All commercial vehicles (defined as vehicles with external commercial markings), tractors, mobile homes, trailers, campers, boats and other watercraft, boat trailers, motorcycles, minibikes, scooters, and golf carts must be parked within a garage unless otherwise permitted by the Board. No vehicle may be parked at any time on any Common Property, and no vehicle shall be used as a domicile or residence, either permanent or temporary.

7.17 **Selling and Leasing.** In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

"Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner or spouse of an Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner.

Leasing. In order to protect the equity of the individual Lot Owners at The Villas and to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, leasing of Lots is prohibited.

- (a) **Leasing Permit and Restriction. No Owner of a Lot may lease his or her Lot unless:** (1) the Owner has received a written permit from the Board of Directors authorizing leasing, or (2) the Owner has received a Hardship Leasing Permit from the Board as provided below. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board shall have the authority to issue or deny request for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of hardship, (2) the harm, if any, which will result to the Properties if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to, the following conditions: (1) an Owner must relocate his or her residence outside the greater Albany metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies, and the Lot is being administered by his or her estate; (3) an Owner takes a leave of absence or temporarily relocated out of the metropolitan-Albany area and intends to return to reside in the Lot within one (1) year.

Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits at the expiration of a Hardship Leasing Permit, if the circumstances warrant. Hardship Leasing Permits shall be automatically revoked if, during the term of the Permit, the Owner is approved for and receives a Leasing Permit.

- (b) **Leasing Provisions.** When leasing is permitted under this Paragraph, it shall be governed by the following provisions:
- a. **Notice.** At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. If a lease is disapproved,

the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

- b. **General.** Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for a lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.
- c. **Liability for Assessments; Use of Common Property; and Compliance.** Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:
- i. **Compliance with Declaration, Bylaws, and Rules and Regulations.** The Owner and lessee shall comply with all provisions of the Declaration, Bylaws, the design and building guidelines established by the Board, and the Association rules and regulations and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declarations, Bylaws, design and building guidelines established by the Board, and the Association rules and regulations, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Paragraph or if the Owner, lessee, or a person living with lessee, violates the Declaration, Bylaws, the design and building guidelines, or a rule or regulation, the Board shall be authorized, in addition to all other available remedies, to levy fines against the lessee and / or the Owner and to suspend all voting and / or Common Property privileges of the Owner, Occupants, and

unauthorized tenant(s).

If a Lot is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, design and building guidelines established by the Board, or an Association rule or regulation, such violation is deemed to be default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, design and building guidelines established by the Board, and the Association rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms thereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

- ii. **Use of Common Property.** The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.
- iii. **Liability for Assessments.** When an Owner who is leasing his or her Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payment to lessor. If lessee fails to comply with Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or

she would otherwise be responsible.

- iv. **Applicability of this Paragraph.** Notwithstanding the above, this Paragraph shall not apply to any leasing transaction entered into by the Declarant, the Association, or by any first Mortgagee who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Lot without first obtaining a permit in accordance with this Paragraph.

7.18 **Animals and Pets.** Except for dogs, cats and other usual and common household domesticated pets, no animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot. Dogs, cats or other usual and common household domesticated pets may be permitted on the Property. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Dogs, if walked in Common Areas by their owners must be on a leash and not be allowed to urinate on plantings or drop feces anywhere in the Common Area. All feces must be promptly scooped up and removed. Cats are not allowed to roam freely at night or during the day. No exterior pens for household pets shall be erected or maintained on any Lot without the prior written consent and approval of plans of the ARC. Pit bulldogs, Dobermans, Great Danes or the like, or any other dog that has attacked or bitten a person or, in the sole discretion and determination of the Association, is prone to attacking or biting a person, are prohibited from being raised, kept, or bred within The Villas community. No owner may leave an animal or pet on a chain or rope in the yard. Invisible electric fences may be used as a method for keeping animals and pets in their yard. Notwithstanding, no more than two (2) animals or pets shall be kept in a yard at any time.

7.19 **Prohibition of Damage, Nuisance and Noise.** The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any fighting, screaming, shouting, whistling, playing of music, raucous behavior or insobriety in the Community, if such conduct can be heard in the normal course of activities from within a dwelling on any other Lot;

(b) The use of any alarm, equipment or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, if such sounds or vibrations felt in the normal course of activities from within a dwelling on any other Lot;

(c) Any threatening or intimidating conduct toward any resident, guest or pet in the Community;

(d) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property in the Community, or which creates any threat to health or safety of any other resident or pet in the Community;

(e) Any conduct which creates any noxious or offensive odor in the Community if such odors can be detected in the normal course of activities from within a dwelling on any other Lot;

(f) Any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the norm course of activities from within a dwelling on any other Lot:

(g) Any construction or similar activities on a Lot, between the hours of 9:00 p.m. and 6:00 a.m., which can be heard from within a dwelling on any other Lot;

(h) Any similar action or activity in the Community which unreasonably interferes with the peaceful use and enjoyment of other Lots or the Common Property by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or property rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Lot Owner or Occupant may use or allow the use of the Lot or the Common Property in any manner which creates noises between the hours of 11:00 p.m. and 6:00 a.m. which can be heard by persons in another Lot that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

7.20 **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be permitted on any Lot except in an enclosed garage area.

7.21 **Lot Maintenance.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area. No weeds, underbrush, or other unsightly objects shall be placed or suffered to remain anywhere thereon.

7.22 **Removal of Weeds and Trash.** Either the Association or the ARC, or their respective agents, may enter upon any Lot to remove any trash which has collected on said Lot at the expense of the Owner; provided, however, that such expense may not exceed the initial sum of Five Hundred Dollars (\$500.00), which, if not promptly paid by the Owner of that Lot, will be declared a specific assessment against the affected Lot. This provision shall not be construed as an obligation on the part of the Declarant, the Board, the Association, or the ARC, or any of these agents, to provide garbage or trash pickup service. The above referenced sum may be adjusted from time to time by the Board in its sole discretion.

7.23 **Trash Burning.** No burning of trash shall be permitted on any Lot except as may be specifically permitted in the rules and regulations of the Association.

7.24 **Drainage.** Drainage easement areas and associated facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of drainage swales, storm sewers or storm drains without the prior written consent of the ARC.

7.25 **Garbage Cans, Woodpiles, Etc.** All garbage cans, woodpiles, heating and air conditioning equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and Lots. Garbage cans may be placed on the street the night before scheduled pick-up and must be retrieved the day of pick-up. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

7.26 **Utility Lines.** Except as may be permitted by the Declarant or the ARC, no overhead utility lines, including lines for cable television, telephone and/or internet service, shall be permitted on any Lot.

7.27 **Air Conditioning Units.** Window mounted air conditioning units are prohibited.

7.28 **Lighting.** Exterior lighting on any Lot visible from the street shall not be permitted except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the Property; (d) seasonal decorative lights; (e) front house illumination of model homes; or (f) other lighting approved by the ARC.

7.29 **Artificial Vegetation, Exterior Sculpture and Similar Items.** No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, free standing flag poles and similar items must be approved by the ARC in writing.

7.30 **Energy Conservation Equipment.** No solar energy collector panels or any hardware or other energy conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

7.31 **Swimming Pools.** No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARC, and in no event shall any aboveground swimming pool be permitted.

7.32 **Gardens, Play Equipment and Pools.** No vegetable garden, hammock, statuary, play equipment (including without limitation, basketball goals) or pool to be erected on any Lot may be located other than between the rear dwelling line and the rear lot line, without the prior written consent of the ARC.

7.33 **Mailboxes.** All residences in the community shall receive and send mail via a cluster of mailboxes located at the clubhouse. The cluster shall have a numbered box for each unit. No mailboxes are permitted on individual lots.

7.34 **Clotheslines.** No exterior clotheslines of any type shall be permitted upon any Lot.

7.35 **Entry Features.** Owners shall not alter, remove or add any improvements to any entry features constructed by the Declarant on any Lot, or any part of the easement area associated therewith without the prior written consent of the ARC.

7.36 **Traffic Regulations.** All vehicular traffic on the streets and roads in the Property shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer and enforce, to the extent permitted by applicable law, reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and lower speed limits and including modification of those in force on public streets, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local law and such rules and regulations promulgated by the Association, the more stringent laws, rules or regulations shall govern, to the extent permitted by applicable law. Only drivers properly licensed to operate motor vehicles shall do so within the Property.

7.37 **Easements.** The Declarant reserves unto itself, its successors and assigns, such perpetual, alienable and releasable easements and rights on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, storm drainage, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, cable, television, sewage, storm drainage, water or other public conveniences or utilities on, in or over the front, rear and side of each Lot, an easement for access, ingress and egress over and across Oakside Circle, and such other easements, to the extent same are shown on the Plat. The easements expressly include the right to cut any trees or brush, etc., grading, ditching and like action reasonably necessary to provide economic utility installation.

7.38 **Subdivision of Lots.** No Lot shall be subdivided; provided, however, that this restriction shall not be construed to prohibit the adjustment or alignment of boundary lines

between Lots as long as such adjustment or alignment shall not create an additional Lot or reduce the size of any Lot below 0.172 acres.

7.39 **Approval of Builder/Contractor.** The Declarant reserves unto itself, its successors and assigns, the right to select and approve builders/contractors. No structures of any kind may be constructed on any Lot unless such work is done by an Approved Builder/Contractor. Declarant reserves and shall have the full right to add to and/or delete builders/contractors.

7.40 **Construction of Improvements**

a. No construction or improvements on any Lot shall be undertaken or conducted on any Sundays or holidays as established by the ARC except for emergency situations involving the potential loss, injury or damage to persons or property, and as otherwise permitted by the ARC. Hours of work shall be kept within 6:00 A.M. to 6:00 P.M.

b. Immediately after clearing the Lot, but prior to any building material being delivered, a dumpster must be placed on the Lot. All construction debris must be placed in the dumpster before leaving the site every day. Builder is to provide proper refuse containers and is responsible for keeping them emptied.

c. After the building permit is issued but prior to commencing work, a portable toilet must be placed on the job site and in a manner and location so as to least disturb other residences and other construction.

d. No vehicle belonging to the builder/contractor or anyone within the Property at the request, direction or instance of the builder/contractor, including but not limited to employees, subcontractors, suppliers or agents of the builder/contractor, may be left overnight on the Lot or otherwise within the Property, including on the public streets. Construction equipment may be left on the site while needed.

e. Adjoining Lots are not to be used for access or egress to the construction site or for parking during the day.

f. Twenty-four (24) hour emergency telephone numbers for both the Owner and for the builder/contractor must be provided to Declarant and kept current during the entire construction process.

g. Any damage to curb, gutters, paving, utility poles and/or lines, drainage ditches, adjacent properties, etc. must be promptly reported and repairs approved by Declarant.

h. Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed, and any required occupancy permits have been obtained from local authorities. No temporary house, shack, tent, barn or other outbuilding shall be permitted on any Lot at any time unless approved by the ARC. During the continuance of construction by or on

behalf of an Owner, such Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractor(s) to immediately remove all equipment, tools and construction material and debris from the Lot.

7.41 **Trees.**

a. In general, the retention of existing trees is considered a priority. Preservation of all trees over 6" diameter is encouraged. All trees over six (6) inches in diameter that are proposed to be removed must be indicated on the schematic site plan. The ARC will be sole arbiter as to whether a tree proposed for removal may be removed. Trees removed without permission shall be replaced at the Owner's expense with the same size and type tree, up to 10" diameters. For trees larger than 10", a 9-10" diameter tree shall be installed. All pecans, live oaks, magnolia and cypress over 6" in diameter in the entire front yard, except within 10' of the front of the main dwelling, and also all such trees within side and rear yard setbacks, must be preserved.

b. Existing trees scheduled to remain shall be protected during the construction process. Trees shall be flagged and/or fenced off. No piling of construction materials or construction traffic is permitted within ten feet (10') of trees scheduled to remain. Replacement of trees destroyed by construction operations shall be at Owner's expense and at the sizes approved by the ARC in its sole discretion.

7.42 **Natural gas tankless hot water heaters.** All residences shall utilize tankless natural gas hot water heaters, and each Lot Owner will connect onto the Albany Utilities' gas service. Propane gas tanks are not permitted.

ARTICLE VIII
INSURANCE & CASUALTY LOSSES

8.1 **Insurance for Common Property.** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and the 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. The public liability policy shall a combined single limit of at least Two Million (\$2,000,000) Dollars.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement

cost.

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

- (a) All policies shall be written with a company licensed to do business in Georgia and holding a rating of X1 or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.
- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Lee County, Georgia, area.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - a. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
 - b. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
 - c. that no policy may be canceled, invalidated, or suspended on account of any one or individual owners;
 - d. that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or

Mortgagee;

- e. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- f. that no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

In addition to the other insurance required by this Section, the Board may obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's fund, if and to the extent necessary, to satisfy the requirements of applicable laws. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

8.2 **Individual Insurance.** Each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. If reasonably available, the casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall name the Association as an additional insured. If all risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner.

8.3 **Damage and Destruction.**

(a) **In General.** Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property to substantially the same condition and location that existed prior to the fire or other casualty.

(b) **Repair and Reconstruction.** Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty Members holding at least seventy-five (75%) percent of the total Association vote and the Declarant (as long as the Declarant owns any property subject to this Declaration or has the right unilaterally to subject additional property to this Declaration), shall otherwise agree. If for any reason either the amount of insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall the right to participate in the determination of whether damage or destruction shall be repaired or

reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

8.4 **Damage and Destruction – Insured by Owners.** The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner within seventy-five (75) days after the damage or destruction. However, where repairs cannot be completed within seventy-five (75) days, they shall begin within the required period and shall be diligently and continuously pursued until their completion. Alternatively, the Owner may decide to destroy and remove all improvements on the Lot within seventy-five (75) days after such damage or destruction.

ARTICLE IX **GENERAL PROVISIONS**

9.1 **Reservation of Right to Amend.** Declarant reserves and shall have the full right to add to, alter, amend, revoke, release and waive the covenants and restrictions in this Declaration for any purpose or purposes, in whole or in part.

9.2 **Right to Assign or Delegate.** Declarant shall have the right to assign or delegate its rights and duties hereunder, in whole or in part, from time to time; and this Declaration shall be binding upon and shall ensure to the benefit of the successors and assigns of the Declarant.

9.3 **Duration of Covenants.** The restrictions in this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of twenty (20) years from and after the date of the recording of this Declaration, after which time this Declaration shall be automatically renewed for an unlimited number of successive twenty (20) year periods; provided, however, that there shall be no renewal or extension of the restrictions in this Declaration if, during the last year of the initial twenty (20) year period or the last year of any twenty (20) year renewal period, a majority of the Total Association Votes are cast in favor of terminating the restrictions in this Declaration at the end of the then current term. In the event that the Association votes during said last year to terminate the restrictions in this Declaration, an instrument evidencing such termination shall be filed in the deed records of the Clerk of the Superior Court of Lee County, Georgia, such instrument to contain a certificate wherein the president of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Notwithstanding a decision to terminate the restrictions in this Declaration,

the provisions herein relative to the maintenance and repair of Oakside Circle and the other Common Property of the Association will remain in full force and effect.

9.4 **Enforcement Rights.** If any person, party or entity to whom Declarant conveys and sells any Lots subject to this Declaration, or the heirs, executors, administrators, successors or assigns of any such person, entity or party, shall violate or attempt to violate any such restriction, provision or covenant herein, it shall be lawful for the Board or the Owner owning any Lot situated in the Property, including Declarant, to prosecute any proceeding at law or in equity against the party, person or entity violating or attempting to violate any such restriction, provision or covenant, and either to prevent such party from doing so or to recover damages or other compensation for such violation.

9.5 **Invalidation of Covenants.** Invalidation of any one or more of these covenants, or any part thereof, by a judgment or court order, shall in no way affect any of the other provisions hereof, which other provisions shall remain in full force and effect.

9.6 **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as the Owner at the time of such mailing.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned duly authorized Managers of Declarant have executed this Declaration as of the day and year first above written.

Oakland Plantation Partners, LLC

Barry D. Carr
Barry D. Carr, Manager

Signed, sealed and delivered
in the presence of:

April Caldwell
Unofficial Witness

John T. Phillips, III
John T. Phillips, III, Manager

James R. Spence

Notary Public
My Commission Expires
[Affix Notary Seal Here]

