

Callaway Lakes Homeowners Association, Inc.

PROTECTIVE COVENANTS

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Conditions, Covenants, Restrictions and Easements affecting Callaway Lakes Subdivision.

THIS DECLARATION, made this 23rd day of November, 1992, by NATIONS BANK OF GEORGIA, N.A., and CASON J. CALLAWAY, JR., as Trustee under the Will of K.B. Hodges for Nancy Hodges Callaway and NATIONS BANK OF GEORGIA N.A., as Trustee under the Trust created by Cason J. Callaway, Jr., on December 20, 1976, hereinafter called the Declarant.

W I T N E S S E T H:

Declarant is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are 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 in and referred to in Clause I hereof is, and shall be, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

DEFINITION OF TERMS

Building Site shall mean any lot, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which one (1) dwelling may be erected in conformance with the requirements of these covenants.

CLAUSE I
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the County of Lee, State of Georgia, and is more particularly described as follows, to-wit:

All of Lots Numbers One through Sixty-Two as shown on the plat of Callaway Lakes Subdivision Section One A and B as said plat is recorded in Plat Cabinet D, Slide D-79, in the Office of the Clerk of Superior Court of Lee County, Georgia.

No property other than that described above shall be deemed subject to the Declaration unless and until specifically made subject thereto.

The Declarant may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate amendment or reference hereto.

CLAUSE II
GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is

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subject to the covenants, restrictions, conditions, reservations and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, 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 schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; 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 improvement in said property, and thereby to enhance the value of investments made by purchasers of building sites therein.

1. ARCHITECTURAL CONTROL. In order to maintain architectural control over the development, the Declarant does hereby establish an Architectural Control Committee and reserves the right to have said Architectural Control Committee approve any structure, including dwellings, garages, fences, walls or any other type structure before it is erected on any lot in the subdivisions. To this extent, no dwelling, garage, carport, outbuilding, fence, wall, driveway headwall, swimming pool or any other type structure shall be erected or maintained on any lot unless and until a complete set of plans and specifications, including but not limited to a front and rear elevation, floor plan and plot plan, shall have been submitted to and approved in writing by the Architectural Control Committee or its successors. Plans and specifications shall be submitted under a letter requesting approval directed to the Declarant, who shall be responsible for thereafter transmitting such plans and specifications to the Architectural Control Committee. The Architectural Control Committee shall be the sole judge of whether or not the proposed structure is harmonious and in keeping with the general plan of development for the entire subdivision. One copy of the plans and specifications shall be furnished to the Architectural Control Committee for its records.

2. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee shall consist of three (3) members who shall be selected by the Declarant and who may be changed from time to time at the sole discretion of the Declarant. A majority of the Committee may designate a representative to act for it. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

3. CONSTRUCTION OF OUTBUILDINGS, FENCES AND OTHER STRUCTURES. No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision, nor shall any docks or piers be constructed or installed on the Lake fronts, until the building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, docks, piers, fences, drives and parking area), and construction schedule have been approved in writing by the Architectural Control Committee, its successors or assigns. Refusal of approval of plans, location or specifications by Architectural Control Committee may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like

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approval. One copy of all plans and related data shall be furnished the Architectural Control Committee for its records. In the event the Architectural Control Committee fails to approve or disapprove such plans within thirty (30) days after the same have been submitted to it, as required above, the approval of the Architectural Control Committee shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

The right of approval vested in the Architectural Control Committee hereunder shall include the right to approve all exterior building materials, the exterior color or finish, windows, doors, and roofing materials. It is expressly provided that all exterior doors shall be solid core, not hollow doors. Approval by the Architectural Control Committee shall be exercised in the best interest of the harmonious development of the subdivision in the keeping of the Architectural Control Committee's desire to promote an attractive residential neighborhood. It is also expressly understood that the approval of any plans and specifications by the Architectural Control Committee shall in no way relieve the lot owner from fully complying with these restrictions and covenants, and applicable zoning or building regulations. Major changes or alterations in existing buildings or structures or walls or fences shall be subject to written approval by the Architectural Control Committee.

The Declarant, or its Agent, or a member of the Architectural Control Committee may from time to time, at reasonable hours, enter and inspect any property subject to the compliance of these Protective Covenants and such Declarant, or its Agent, or member of the Architectural Control Committee, shall not thereby be deemed in any manner guilty of trespassing for making such entry or inspections.

4. BUILDING SITES. All numbered lots in said subdivision shall be used for residential purposes exclusively. 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 three (3) stories in height above ground and one (1) accessory building which may include a detached private garage for not more than three (3) cars and/or servant's quarters, provided the use of such accessory building does not include any activity normally conducted as a business. Such accessory building may not be begun prior to the construction of the main dwelling. The construction of any dwelling, building or structure shall be, with reasonable diligence, continuous from the time of commencement until fully completed. 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 therefor shall have received the written approval of the Architectural Control Committee. No antenna of any kind, including a satellite system, metal storage building, trailer or building constructed elsewhere shall be moved to, assembled or constructed on said property except with the written approval of the Architectural Control Committee. A guest suite or like facility with separate kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

5. 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 of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants or statuary, fountains or similar ornamental decorations, for the

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purpose of beautifying said premises. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. LOT MAINTENANCE. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.

8. SITE DISTANCE AND FENCES.

(a) No fence or boundary wall or hedge located upon a building site shall have a height greater than six (6) feet above the finished graded surface of the ground upon which it is located.

(b) No wall or fence whatever shall be erected or maintained within the setback area of any building site as to any street.

(c) No shrub, hedge or hedge-row within the setback area of any dwelling house as to any street shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such shrub, hedge or hedge-row is located, unless approved by the Architectural Control Committee.

(d) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended unless approved by the Architectural Control Committee. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected, or placed, in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected, placed or allowed to remain on any lot except during the construction of the main dwelling.

10. BUILDING LOCATION.

(a) Each dwelling house erected on said property 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 said plats of said subdivisions herein referred to, except by written consent of the Architectural Control Committee.

(b) Each main dwelling erected on said lots shall be parallel with the front lot line of its respective lot where located, except by written consent of the Architectural Control Committee.

(c) No building shall be located on any lot

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nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than fifty (50) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, except that a 2-foot side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(d) If the setback or location of any building or the width or principal frontage of any building site be difficult to determine by reason of it being a corner lot, or of irregular shape, or otherwise, a decision as to the location may be made by the Architectural Control Committee, whose judgment shall be final.

11. SQUARE FOOTAGE REQUIREMENTS. For a one-story residence, the floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet. In the case of a one and one-half, two or two and one-half story structure, 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.

12. REMOVAL OF WEEDS AND TRASH. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above two (2) feet (except as part of a landscaping plan approved by the Architectural Control Committee) and on request fails to have the premises cut within thirty (30) days, agents of the Homeowners Association may enter upon said land and cut and remove the same at the expense of the owner; provided, however, that such expense shall not exceed Five Hundred Dollars (\$500.00) annually. The Homeowners Association or its agents may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense may not exceed Five Hundred Dollars (\$500.00) annually. This provision shall not be construed as an obligation on the part of the Homeowners Association or its associates to provide garbage or trash pick-up service.

13. ANIMALS. No livestock, fowl or animals of any kind, except cats, dogs and other household pets, shall be kept or harbored upon any lot. Under no circumstances, may animals be kept, bred or maintained for any commercial purposes nor may any permitted animal be allowed to run loose as such must always be under the complete control of its owner.

14. DISPOSAL OF GARBAGE. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from any road or the lake areas or provide underground receptacles, or like facilities in accordance with reasonable standards established by the Declarant.

15. EASEMENTS. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right 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, side and rear ten (10) feet of each lot and such other easements as are shown on the recorded plat of the subdivision. The easements

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expressly include the right to cut any trees, or bushes, et cetera, grading, ditching and like action reasonably necessary to provide economical utility installation. Declarant contemplates that waters draining from other areas of the subdivision will flow into the lakes and overflow from one lake may be directed into another. Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement allowing for the drainage and water run-off of such lakes.

16. WATER SUPPLY. The central water system provided by Declarant for the service of said land, either public or private, and the system providing water for the subdivision lakes, shall be the sole source of water for the subdivision and no other private well or private water system shall be drilled, installed or maintained by Owner or future owners of any building lots within the subdivision.

17. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Georgia Department of Public Health or the Lee County Health Department. Approval of such systems as installed shall be obtained from either authority.

18. LOT LINES. The Declarant reserves the right to change the lines on any unsold numbered lot. However, this right does not include the right to increase the number of lots as shown on the recorded plat.

19. LAKES. All lakes shall be the private property of the Callaway Lakes Lakeowners Association, Inc. and shall be for the exclusive use of the members of the Lakeowners Association and shall not be open to the public. No provision of these covenants shall be considered so as to create any express or implied easement to go upon or across any platted or otherwise designated building site for the purpose of gaining access to any lake, provided, however, that said Lakeowners Association shall have such easements and access across platted drainage easements for the purpose of operating and maintaining said lakes. All lakes shall remain the private property of Declarant until sold or conveyed to the Lakeowners Association.

20. LAKE FRONTS. No seawalls of any kind may be constructed or installed along the lake fronts and no power boats, may be operated on the lakes shown on any recorded plat of the subdivision, except that electric trolling motors shall be permitted. Also, no rafts or boats, including sail boats, john boats and canoes, exceeding fourteen (14) feet in length and/or five (5) feet in width shall be placed or operated on any lake and no live bait, other than crickets and earth worms, shall be used for catching or attempting to catch fish in any of such lakes. No docks or piers may be constructed, installed or placed along the lake fronts until the plans and specification for such have been approved pursuant to Paragraph One above. The owners of building sites adjoining a particular lake shall maintain the lake fronts in the same manner as required for the remainder of the building sites. There shall be no hunting at any time on the waters of any lakes or on the surrounding property. There shall be no nets, trotlines or fish baskets placed in any lake at any time and all lake property owners shall abide by all State and Federal laws in regard to game management.

21. COMMERCIAL AND UTILITY VEHICLES. No commercial trucks may be parked, stored or kept within the subdivision. However, this provision is not intended to prevent delivery trucks and moving vans from entering the subdivision for their normal business deliveries or pickups.

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22. STORAGE OF RECREATIONAL VEHICLES. All boats, campers, motorcycles, trailers, motor homes, recreational vehicles or other similar vehicles shall be parked, stored or kept wholly within the garage or carport or in the rear of a portion of the owner's lot in such a manner as to be concealed from the front of such lot.

23. ANTENNA. No clotheslines, satellite dishes or antenna of any kind shall be permitted in the front yard of any dwelling site.

24. SIGNS. No signs of any kind shall be displayed to the public view except one professional sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

25. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No excavation or removal of dirt from said lots shall be permitted except in the usual course of construction and finish grading of lots or upon the approval of the Architectural Control Committee.

26. MAILBOXES. Only one mailbox may be located on any lot. The mailboxes shall be maintained by the Owner to complement the neighborhood and shall be installed only with the approval of the Architectural Control Committee. In the event any mailbox is destroyed or damaged, it shall be promptly repaired or replaced by the Owner. See Exhibit "A" attached hereto and made a part hereof.

27. BRICK HEADWALL: Drainage pipes (reinforced concrete pipe) are to be placed at the centerline of the drainage swales at driveway crossings. The invert of pipe should be the same invert as the design of roadside swale. Brick headwalls are to be placed at either end of the drainage pipe and shall be installed only with the approval of the Architectural Control Committee. See Exhibit "B" attached hereto and made a part hereof.

CLAUSE III COMMON AREA AND HOMEOWNERS ASSOCIATION

1. Declarant reserves the right to develop additional sections and phases of Callaway Lakes Subdivision which may include open spaces and which may be conveyed to a Homeowners Association, hereinafter provided, for the benefit of all owners of building sites located in the area developed by Declarant and identified on recorded plats as "Callaway Lakes Subdivision," regardless of section or phase numbers. No provisions in these covenants shall be construed so as to create any express or implied easements to go upon or cross any platted or otherwise designated building site for purposes of gaining access to any open space. Also, no provision in these covenants shall be construed so as to obligate Declarant to develop any open spaces and all open spaces shall remain the private property of Declarant until such are declared common areas and conveyed by Declarant to the Homeowners Association hereinafter provided.

2. Declarant shall cause to be incorporated a non-profit corporation to be known as Callaway Lakes Homeowners Association, Inc. (herein referred to as "Homeowners Association"), with the powers and duties as set forth below. Any purchaser of any one of the lots in the

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subject property is deemed to have consented specifically to this provision and does specifically agree to comply with the provisions as set out herein. Each purchaser of any lot of said subdivision shall be a member of the Homeowners Association. Said association and the Board of Directors thereof shall have the following duties, rights and powers:

(a) To adopt rules for the regulation and operation of the open space and commons areas located on the subject property and to change, modify or adjust, from time to time, the different and various classifications of assessment amounts in accordance with the Bylaws of the Homeowners Association.

(b) To levy and collect monthly, quarterly, annual or periodic assessments, against and from owners; to collect delinquent assessments by suit or otherwise, and to collect such other assessments as are herein authorized. Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days shall incur a late charge in an amount as the Board of Directors may determine from time to time. The Homeowners Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien a herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at ten percent (10%) from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided by law. In the event that the assessment remains unpaid after sixty (60) days, the Homeowners Association may institute suit to collect such amounts or to foreclose its lien. Each owner, by his acceptance of a deed to a lot subject to these covenants, vests in the Homeowners Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Homeowners Association and shall be for the benefit of all other owners. The Homeowners Association, acting on behalf of the owners, shall have the power to bid in the residence at any foreclosure sale and to acquire, hold, lease, mortgage and convey same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of such owner's lot.

(c) From funds collected, to provide for maintenance, management, insurance and other expenses pursuant to its obligations.

(d) To lease, acquire and sell real and personal property pursuant to its obligations.

(e) To enter upon the lots when necessary with as little inconvenience as possible to the occupants concerned in connection with the duties outlined in these covenants.

(f) To enjoin or seek damage from the owners of the lots in the subject property for violation of these covenants or for violation of any of the rules of said association.

(g) To employ workmen, maids, janitors, gardeners and others, if needed; to contract for service to be performed, including those of a manager or management company, if needed, and to provide for garbage collection for the entire subdivision; to purchase supplies and equipment, if needed; to enter into contracts; and,

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generally, to have the powers of a property manager in connection with the matters herein set forth, except that the Homeowners Association may not encumber or dispose of the title of any owner except to satisfy a lien, award or judgment against such owner for violation of these restrictive covenants. The Homeowners Association shall not enter into any contract for the furnishing of services, materials or supplies, the terms of which are in excess of one (1) year; and, further, any contract entered into by the Homeowners Association shall be terminable by the Homeowners Association for cause upon thirty (30) days written notice.

(h) To employ counsel, attorneys and auditors in connection with the legal matters of the Homeowners Association and audit its books and records, which audit shall be available to owners of the lots of subject property for inspection at the Homeowners Association's office.

(i) To deposit funds in the hands of the Board of Directors for said Homeowners Association which are not necessary for immediate disbursement and place in a savings account at one or more banks or savings and loan associations- for the purpose of earning the standard rate of interest; same being an institution insured by F.D.I.C. or F.S.L.I.C.

(j) To maintain the entrances to the subdivision, open spaces and other common areas as identified and located on the plat of the subdivision. To maintain the pedestrian walkways within the subdivision; provided, however, that the Homeowners Association shall not maintain gardens, lawns, etc., within the residential lots owned by members.

3. The Board of Directors of the Homeowners Association shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said board shall be elected at each annual meeting by the members of the Homeowners Association as provided for in the Bylaws.

4. Membership in the Homeowners Association shall consist of the following:

(a) Any person acquiring an ownership interest in the lots described in the subject property, other than as a mortgagee or a lien holder, shall automatically become a member of the Homeowners Association except that only one (1) membership shall be allowed per lot. Where lots are owned by more than one (1) owner, such owners shall, by written instrument, designate one (1) of such owners to be the sole voting member. In the absence of such designation, the Board may designate one of the owners as the sole voting member. Upon the sale or transfer of a lot by an owner, that owner's membership shall transfer and membership shall pass with the title of the property. Ownership of the subject lot shall be the sole qualification for a membership. Until Declarant relinquishes in writing its right to have a member on said board, Declarant shall have the right to designate one (1) person to be a member of said Board of Directors.

(b) Members shall be entitled to one (1) vote per each lot owned.

(c) Matters pertaining to indemnification of board members, limitations of liability of the Homeowners Association, if any, assessments for expenses, manner of enforcement of assessments and the fixing of liens for said assessments and maintenance shall be provided for in said Bylaws as agreed upon from time to time by the majority of the owners of the lots of the subject property.

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CLAUSE IV
LAKEOWNERS ASSOCIATION

Declarant shall cause to be incorporated a non-profit corporation to be known as Callaway Lakes Lakeowners Association, Inc. (hereinafter referred to as "Lakeowners Association"), with powers and duties as set forth below.

1. Any purchaser of anyone of the lots which have water frontage on any of the Callaway Lakes within the subdivision shall be deemed to have consented specifically to this provision and does specifically agree to comply with the provisions as set out herein. Each purchaser of any waterfront lot of said subdivision shall be a member of the Lakeowners Association. And in turn, shall share in the maintenance of said lakes and abide by such rules for fishing and hunting as set forth by the Lakeowners Association. Said Association and the Board of Directors thereof shall have the following duties, right and powers;

(a) To adopt bylaws and rules for the regulation, operation and maintenance of the lakes, drainage easements, wells, pumps and appertances located on the subject property and to change, modify or adjust, from time to time, the different and various classifications of assessment amount in accordance with the bylaws of the Lakeowners Association.

(b) To levy and collect monthly, quarterly, annual or periodic assessments, against and from owners; to collect delinquent assessments by suit or otherwise, and to collect any other assessments as are herein authorized. Any assessments which are not paid when due shall be delinquent. Any assessment due for a period of ten (10) days shall incur a late charge in an amount as the Board of Directors may determine from time to time. The Lakeowners Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at ten percent (10%) from the date first due and payable, all costs of collection, reasonable attorneys fees actually incurred, and any other amounts provided by law. In the event that the assessment remains unpaid after sixty (60) days, the Lakeowners Association may institute suit to collect such amounts or to foreclose its' lien. Each owner by his acceptance of a deed to a lot subject to these covenants vests in the Lakeowners Association or its' agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this article shall be in favor of the Lakeowners Association and shall be for the benefit of all other lakeowners. The Lakeowners Association acting on behalf of the lakeowners shall have the power to bid in the residence at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No lake owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the lake area or by abandonment of such lakeowners' lot.

(c) From funds collected, to provide for operation, maintenance, management, repairs, insurance and other expenses pursuant to its obligations.

(d) To lease, acquire and sell real and personal property pursuant to its obligations.

(e) To enter upon the lake front lots when necessary with as little inconvenience as possible to the occupants

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concern in connection with the duties outlined in these covenants.

(f) To enjoin or seek damages from the owners of lake front lots in the subject property for violation of these said covenants or for violation of any of the rules of said association.

(g) To employ workmen, technicians, gardeners and others, if needed; to contract for services to be performed, including those of a manager or management company, if needed, and to provide for maintenance operation and repairs to the lakes, pumps, equipment and easements; to purchase supplies and equipment, if needed; to enter contract; and, generally, to have the powers of a property manager in connection with the matters herein set forth, except that the Lakeowners Association may not encumber or dispose of the title of any lake owner except to satisfy a lien, award, or judgment against such lake owner for violation of these restrictive covenants. The Lakeowners Association shall not enter into any contract for the furnishing of services, materials or supplies, terms which are in excess of one (1) year; and, further, any contract entered into by the Lakeowners Association shall be terminable by the Lakeowners Association for cause upon thirty (30) days written notice.

(h) To employ counsel, attorneys and auditors in connection with the legal matters of the Lakeowners Association and audit its books and records, which audit shall be available to owners of the lake front lots of the subject property for inspection at the Lakeowners Association office.

(i) To deposit funds in the hands of the Board of Directors for said Lakeowners Association which are not necessary for an immediate disbursement and place in a savings account at one or more banks or savings and loan associations for the purpose of earning the standard rate of interest; same being an institution insured by FDIC or FSLIC.

(j) To maintain the lakes, easements and equipment necessary to the operation and maintenance of the lakes identified and located on the plat of the subdivision. To provide for and obtain utility service for the operation and maintenance of the equipment and the lakes within the subdivision.

2. The Board of Directors of The Lakeowners Association shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said board shall be elected at each annual meeting by the members of The Lakeowners Association as provided for in the bylaws.

3. Membership in The Lakeowners Association shall consist of the following:

(a) Any person acquiring an ownership interest in the lake front lots described in the subject property, other than as a mortgagee or a lien holder, shall automatically become a member of The Lakeowners Association except that only one (1) membership shall be allowed per lake front lot. Where lake front lots are owned by more than one (1) owner, such owners shall, by written instrument, designate one (1) of such owners to be the sole voting member. In the absence of such designation, the board may designate one (1) of the owners as the sole voting member. Upon the sale or transfer of a lake front lot by an owner, that owner's membership shall transfer and membership shall pass with the title of the property. Ownership of the subject lake front lot shall be the sole qualification for a membership. Until Declarant relinquishes in writing its right to have a member on said board, Declarant shall have the right to designate one (1)

HODGES, ERWIN,
JED: K & KRASELSKY
114 JEFFERSON ST
D BOX 2320
GEORGIA 31702 2320

PHONE (404) 883 7463

person to be a member of said Board of Directors.

(b) Members shall be entitled to one (1) vote per each lot owned.

(c) Matters pertaining to the indemnification of board members, limitations of liability of The Lakeowners Association, if any, assessments for expenses, manner of enforcement of assessments and the fixing of liens aforesaid assessments and maintenance shall be provided for in said bylaws as agreed upon from time to time by majority vote of the owners of the lake front lots of the subject property.

CLAUSE V
MISCELLANEOUS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from date.

2. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. In the event any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, the Homeowners Association, the Lakeowners Association, or any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation. In any legal or equitable proceeding by Declarant or lot owner for the enforcement, or to restrain a violator, the violator shall pay all the attorney's fees and all costs of the proceeding and such damages as may be fixed by the Court.

IN WITNESS WHEREOF, the undersigned have caused these covenants to be executed individually and by its proper officers, who have affixed its corporate seal, on the day and year first above written.

NATIONSBANK OF GEORGIA, N.A., as
Trustee under the Will of K.B.
Hodges for Nancy Hodges Callaway

BY: Ricky Shand

Title: Vice President

ATTEST: Charlotte M. Jones

Title: and Vice President

Signed, sealed and delivered
in the presence of:

Kathryn R. Brown
Unofficial Witness

Karen J. Beman
NOTARY PUBLIC, State of Georgia

Commission Expires:

(NOTARY SEAL)

Notary Public, Lee County, Georgia
My Commission Expires May 31, 1994.

HODGES, ERWIN,
EDRICK & KRASELSKY
41 NORTH JEFFERSON ST.
PO BOX 2330
NANTY GEORGIA 31702-2330

PHONE (912) 883-7463

CASON J. CALLAWAY, JR., as Trustee
under the Will of K.B. Hodges for
Nancy Hodges Callaway.

Cason J. Callaway, Jr. (SEAL)

Signed, sealed and delivered
in the presence of:

Mrs. F. L. ...
Unofficial Witness

Betty L. Kennedy
NOTARY PUBLIC, State of Georgia

My Commission Expires: 10/22/93

(NOTARY SEAL)

NATIONSBANK OF GEORGIA, N.A., as
Trustee under the Trust created by
Cason J. Callaway, Jr., on December
20, 1976

BY: Benjamin S. ...
Title: Vice President

ATTEST: Charlotte M. ...
Title: Asst. Vice Pres.

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Kathryn R. ...
Unofficial Witness

Karen J. Bernare
NOTARY PUBLIC, State of Georgia

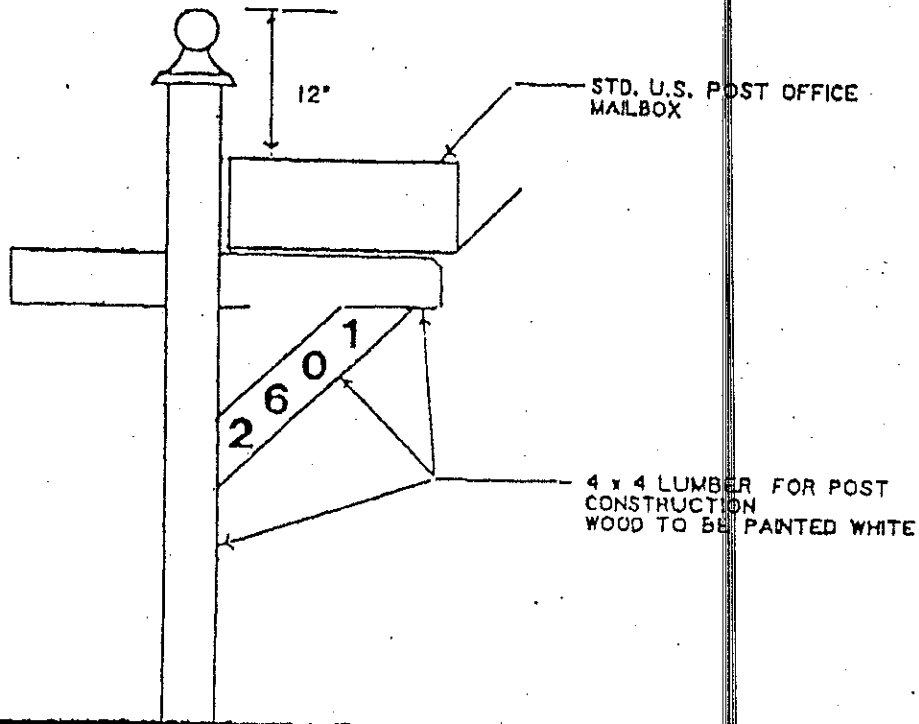
My Commission Expires: _____

(NOTARY SEAL)

Notary Public, Lee County, Georgia
My Commission Expires May 31, 1984

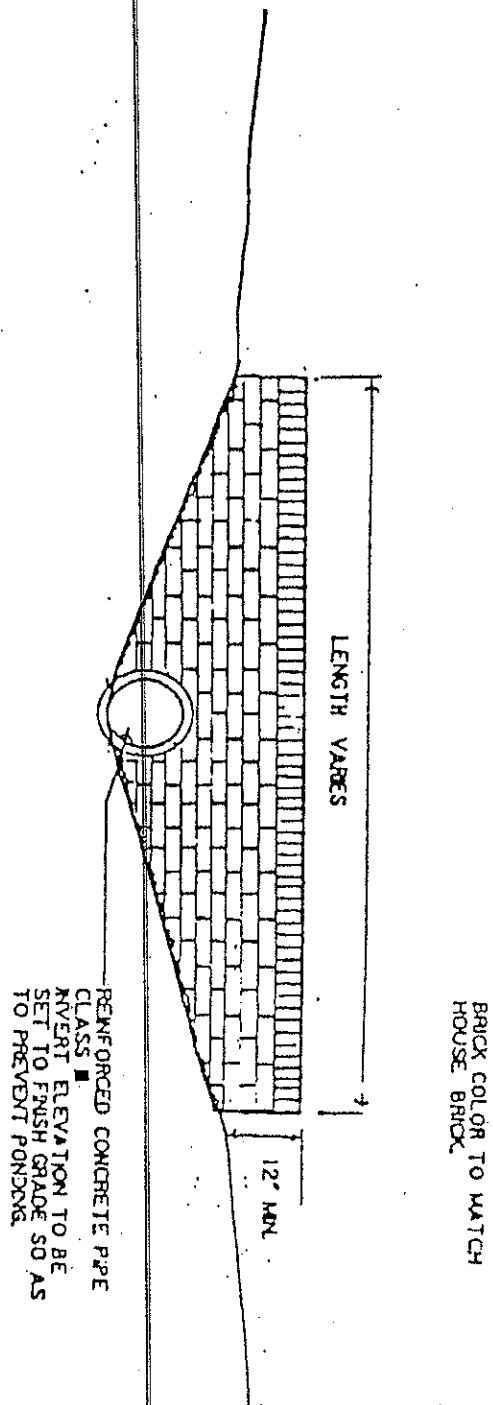
HODGES, ERWIN,
K & KRASELSKY
Rt. 1, JEFFERSON ST
PO BOX 2320
ALBUQUERQUE, NEW MEXICO 87102-2320

PHONE (505) 883-7463



TYPICAL MAILBOX DESIGN

TYPICAL BRICK HEADWALL



Filed 12:30 PM 11/23/92 & recd. 11/24/92 *Paula L. Huf* Clerk Superior Court

EXHIBIT "D"

AMENDMENT TO PROTECTIVE COVENANTS
FOR CALLAWAY LAKES SUBDIVISION

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Pages 115-129, in the Office of the Clerk of Superior Court of Lee County, Georgia; and

WHEREAS, Clause I of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers Sixty-Three through One Hundred and Seven of Callaway Lakes Subdivision, Section Two, subject to the Protective Covenants of November 23, 1992.

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause I of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lakes Subdivision:

All of Lots Numbers Sixty-Three through One Hundred and Seven as shown on the plat of Callaway Lakes Subdivision, Section Two, as said plat is recorded in Plat Cabinet D, Slide D-101, in the Office of the Clerk of Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed on this the ____ day of June, 1993.

Sworn to and subscribed
before me this the ____
day of June, 1993.

NationsBank of Georgia, N.A., as
Trustee Under the Trust created
by Cason J. Callaway, Jr. on
December 20, 1976

HODGES, ERWIN,
REDNICK & KRAEMER, P.C.
507 NORTH JEFFERSON ST.
PO BOX 2300
ALBANY, GEORGIA 31702-2300
PHONE (912) 562-1462

Delia S. Laney
Unofficial Witness

By: *Henry Clinton*
Title: J.P.

Kathleen B. Sproul
Notary Public
My Commission Expires March 15, 1997.

Attest: *Charlotte M. [illegible]*
Title: A.U.P.



In Justice Clerk on 06/12/93 3:16
 In Court on 06/28/93 1:12
 In Court on 06/28/93 2:15

Sworn to and subscribed
before me this the
day of June, 1993.

NationsBank of Georgia, N.A., as
Trustee Under the Will of K.B.
Hodges for Nancy Hodges Callaway

Doris S. Loney
Undesignated Witness

By: Steve PhillipsTitle: V.P.

Kathryn R. Sprad
Notary Public

My Commission Expires March 15, 1997.

Attest: Charlette HodgesTitle: A.V.P.

Sworn to and subscribed
before me this the 17th
day of June, 1993.

Shirley D. Bullock
Designated Witness

Betty R. Check
Notary Public

D.O.E.

12-19-93

Cason A. Callaway, Jr. (SEAL)
Cason A. Callaway, Jr., as
Trustee under the Will of K.B.
Hodges for Nancy Hodges Callaway

HODGES, ERWIN,
HEID & KRAMERLEY
50 JEFFERSON ST.
JON 2320
JACKSON 31702-2320
PHONE 912 962-7463

FILED FOR RECORD ON
June 18 1993
AT 8:44
AND RECORDED June 16 1993
Dot
ANN E. NIX, CLERK
S.C.L.C. GA.

AMENDMENT TO PROTECTIVE COVENANTS
FOR CALLAWAY LAKES SUBDIVISION

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Pages 115-129, in the Office of the Clerk of Superior Court of Lee County, Georgia; and

WHEREAS, Clause 1 of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers One Hundred and Eight through One Hundred and Sixteen of Callaway Lakes Subdivision, Section Three, subject to the Protective Covenants of November 23, 1992,

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause 1 of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lakes Subdivision:

All of Lots One Hundred and Eight through One Hundred and Sixteen as shown on the plat of Callaway Lakes Subdivision, Section Three, as said Plat is recorded in Plat Cabinet D, Slide 119, in the Office of the Clerk of Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed on this the 15th day of March, 1994.

Sworn to and subscribed
before me this the 15th
day of March, 1994.

Nationsbank of Georgia, N.A., as
Trustee under the Trust created
by Cason J. Callaway, Jr. on
December 28, 1976.

BY: [Signature]
Title V.P.

[Signature]
Unofficial Witness

ATTEST: [Signature]
Title VICE PRES.

HOOGES, ERMW.
MEDLOCK & KRAEDEL
NOT PUBLIC
ALBANY, GEORGIA
PHONE (404) 543-1111

NOTARY
PUBLIC
LEE COUNTY

My commission expires:

FILED FOR RECORD ON
May 4 19 94
AT 12:45pm BY 34-4
AND RECORDED 5/4/94
ANN E. NIX
ANN E. NIX, CLERK
S.C.L.C. GA.

Sworn to and subscribed
before me this the 10th
day of March, 1994.

Kathryn R. Soren
Unofficial Witness

Charles J. Soren
NOTARY PUBLIC
Commission expires:
31 March 95
LEE COUNTY

Nationsbank of Georgia, N.A., as
Trustee Under the Will of K.B.
Hodges for Nancy Hodges Callaway

BY: Steve J. J...
Title V.P.

ATTEST: Charlotte J. J...
Title Vice President



Sworn to and subscribed
before me this the 10th
day of March, 1994.

Charles J. Soren
Unofficial Witness

Charles J. Soren
NOTARY PUBLIC
Commission expires:
31 March 95
LEE COUNTY

Cason J. Callaway, Jr.
as Trustee under the Will
of K. B. Hodges for Nancy
Hodges Callaway

HOOVER, ERWIN,
NEEDHAM & KRAUSE, INC.
500 NORTH ALBANY STREET
PO BOX 1000
ALBANY, GA 31702-1000
PHONE (912) 567-7162

The facilities shall be located within said easement so as not to obstruct any driveways, sidewalks or entranceways to the various lots which the easement crosses. Any shrubbery, fence or other structure placed in the twenty-five (25) foot or ten (10) foot utility strips, except within the two (2) foot strip as mentioned above, shall be done so at the risk of the property owner and the utility will not be held responsible for damages done to any structure, shrubbery, fence or similar improvements resulting from the utility having to perform work on or make excavation or openings in the utility strip. The party of the first part agrees that a reasonable time will be given the party of the second part to install its initial facilities prior to the construction of the aforesaid driveways, sidewalks and entranceways to the various lots. The party of the second part shall bear the cost of removing or destroying any structures or other object(s) which are allowed by this easement to be located within or on the easement property, but the party of the second part shall be responsible for replacing or repairing any fence, shrubbery, etc.

RETURN TO:
ROBERT W. ORAKE
HODGES, ERWIN & HEDRICK
P.O. BOX 1315
ALBANY GA 31707

AMENDMENT TO PROTECTIVE COVENANTS
FOR CALLAWAY LAKES SUBDIVISION

005449

BOOK 193 PAGE 215

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Pages 115-129, in the Office of the Clerk of Superior Court of Lee County, Georgia; and

WHEREAS, Clause I of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment; and

WHEREAS, the Declarant desires to make Lots Numbers One Hundred and Seventeen through One Hundred and Forty-Nine of Callaway Lakes Subdivision, Section Four, subject to the Protective Covenants of November 23, 1992,

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause I of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lakes Subdivision:

All of Lots One Hundred and Seventeen through One Hundred and Forty-Nine as shown on the plat of Callaway Lakes Subdivision, Section Four, as said Plat is recorded in Plat Cabinet D, Slide 6137, in the Office of the Clerk of Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed on this the 25th day of October, 1994.

Sworn to and subscribed before me this the 25th day of October, 1994.

Nationsbank of Georgia, N.A., Trustee Under the Trust created by Cass J. Callaway, Jr. December 20, 1976.

Andrea J. Lewis
Unofficial Witness

BY: *Ann E. Nix*
Title: *Trust Officer*

W. W. R. R.
Notary Public
My commission expires December 31, 1995
Vickery Place, Lee County, Georgia
My Commission Expires December 31, 1995

ATTEST: *Ann E. Nix*
Title: *Trust Officer*

HODGES, ERWIN,
HEDRICK & KRAMER, INC.
200 NORTH ALFRED ST.
PO BOX 1200
ALBANY, GEORGIA 31707
PHONE (919) 445-1445

FILED FOR RECORD ON
AT 9:20 PM OCT 25 1995
AND RECORDED
OCT 26 1995
ANN E. NIX, CLERK
S.C.L.C. GA.

Sworn to and subscribed
before me this the 25th
day of October, 1994.

Sandra J. Lawton
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:
Notary Public, Dougherty County, Georgia
My Commission Expires December 9, 1994
LEWIS COUNTY

Nationsbank of Georgia, N.A., as
Trustee Under the Will of K. B. Hodges
Hodges for Nancy Hodges Callaway

BY: [Signature]
Title

ATTEST: [Signature]
Title Trust Officer

Sworn to and subscribed
before me this the 25th
day of October, 1994.

Sandra J. Lawton
Unofficial Witness

[Signature]
Notary Public
My Commission Expires:
Notary Public, Dougherty County, Georgia
My Commission Expires December 9, 1994

[Signature]
Cason J. Callaway, Jr.,
as Trustee under the Will
of K. B. Hodges for Nancy
Hodges Callaway by Steve
Chitty, Attorney in Fact
under Power of Attorney
recorded in Deed Book
170, Pages 41-42, in the
office of the Superior
Court of Lee County,
Georgia.

Return to: 00 352

Hodges, Erwin, Hedrick & Coleman, LLP
Post Office Box 2320
Albany, Georgia 31702

BOOK 451 PAGE 182

FILED
Jan. 24 2000
3:30 PM
451, 182
1-24-00

**ADDITIONAL COVENANTS WITH RESPECT TO
PORTIONS OF CALLAWAY LAKES
SECTION ONE AND SECTION FOUR**

This declaration of additional conditions, covenants, restrictions, and easements for Callaway Lakes Subdivision is made this the 28 day of January, 2000, by Bank of America, N.A., formerly NationsBank N.A., formerly known as NationsBank of Georgia, N.A. and Cason J. Callaway, Jr., as Trustees under the Will of K. B. Hodges for Nancy Hodges Callaway and Bank of America, N.A., formerly NationsBank N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Trust created by Cason J. Callaway, Jr. on December 20, 1976, (hereinafter called the "Declarant").

WHEREAS, Declarant is the owner of certain lots in Callaway Lakes Subdivision Section One and Section Four more particularly identified below, and

WHEREAS, the plat for Callaway Lakes Subdivision Section Four established a storm water retention pond in the center of the block bounded by Laurel Drive, Martindale Drive, and Silver Leaf Drive, and

WHEREAS, on the 2nd day of April, 1998, Declarant entered into a drainage agreement with Highland Properties Construction Company, Inc. which authorized Declarant to drain water from this area of Section Four to the north and made possible the construction of a lake in the area of the storm water retention easement, and

WHEREAS, the Declarant believes that the construction of a lake in Section Four will be beneficial to the lots identified below and to the subdivision as a whole.

NOW, THEREFORE, Declarant hereby declares that the real property described herein and identified in paragraph 1 below shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set out, as well as those contained in the protective covenants of

HODGES, ERWIN,
HEDRICK & COLEMAN, LLP
167 NORTH AVENUE, SUITE 11
ALBANY, GEORGIA 31702-2320
PHONE (478) 881-1463

November 23, 1992, previously made applicable to this property.

1.

The property subject to these additional covenants shall be Lots 34A and 35A of Callaway Lakes Subdivision Section One and Lots 117 through 119, Lot 121, Lot 122, and Lots 124 through 128 of Callaway Lakes Subdivision Section Four all as per plat of September 29, 1999, by Marbury Engineering Company, recorded in Plat Cabinet E, Slide E-40, in the office of the Superior Court of Lee County, Georgia.

2.

Declarant hereby creates a perpetual easement over, through, and across those parts of the above referenced lots identified as Lake-Drainage Easement on the plat of September 29, 1999. This easement is granted as an appurtenant easement to these lots for the purpose of constructing, operating, and maintaining a lake in the area designated on said plat. (Lots 120 and 123 have previously been sold and identical easements from the owners of these lots have been recorded in Deed Book 398, Pages 14 and 17 in the office of the Clerk of Superior Court of Lee County, Georgia). Declarant further creates an easement across those portions of Lot 34A and Lot 35A as shown on the plat of September 29, 1999, for a well to supply the lake and for access to maintain and service the well.

3.

The easements shown on the plat of Callaway Lakes Section Four recorded in Plat Cabinet D, Slide D-139 in the Office of the Clerk of Superior Court of Lee county Georgia as pertaining to the block bounded by Martindale Drive, Silver Leaf Drive and Laurel Drive are superceded by the easements shown on the plat of September 29, 1999, recorded in Plat Cabinet E, Slide E-40. The easements shown on the plat of September 29, 1999, shall be effective and any easement set out on the prior plat which is not continued on the

HOOGLER, LYNNE
MILBRIDGE & COLEMAN, LLP
301 NORTH SPRING ST.
P.O. BOX 5200
ALBANY, GEORGIA 31701-5200
PHONE (919) 661-1444

September 29th plat is hereby abandoned.

BOOK 451 PAGE 184

4.

With respect to the lake to be constructed, the lots described in paragraph 1 above shall be bound by the provisions of Clause II, Paragraphs nineteen and twenty, and by the provisions of Clause IV of the Protective Covenants of Callaway Lakes Subdivision as the same are recorded in Deed Book 140, Pages 115-129 in the office of the Clerk of Superior Court of Lee County, Georgia.

5.

Declarant shall be entitled to convey the lake and well easements created herein to the Callaway Lake Lakeowners Association, Inc. which is to be created pursuant to Clause IV of the Callaway Lakes Protective Covenants.

6.

The provisions of these additional protective covenants shall bind and shall endure to the benefit of the successors in title of the Declarant.

IN WITNESS WHEREOF, the undersigned have caused the covenants to be executed on the day and year first above written.

Sworn to and subscribed
before me this the 29th
day of January, 2000.

Bank of America, N.A.,
formerly NationsBank, N.A.,
formerly known as NationsBank of
Georgia, N.A., as
Trustee Under the Trust Created by
Cason J. Callaway, Jr., on
December 20, 1976.

RODGER E. SPAIN,
PROCTOR & COLEMAN, LLP
165 SOUTH APPELLO DR. SE
PO BOX 2018
ALBANY, GEORGIA 31706-0018
PHONE 478 886 7466

WITNESS

NOTARY PUBLIC

My Commission Expires

BY:

TITLE Vice President

ATTEST:

TITLE Vice President

Sworn to and subscribed
before me this the 17
day of January, 2000.

WITNESS

NOTARY PUBLIC
My Commission Expires

Sworn to and subscribed
before me this the 17
day of January, 2000.

WITNESS

NOTARY PUBLIC
My Commission Expires

HODGES, SPINALE,
FEDOROV & COLMAN, LLP
181 NORTH ALBANY ST.
T.O. BOX 3428
ALBANY, GEORGIA 31705-0342
PHONE (770) 885-1442

BOOK 451 PAGE 185

Bank of America, N.A.,
formerly NationsBank, N.A.,
formerly known as NationsBank of
Georgia, N.A., as
Trustee Under the Will of K. B. Hodges
For Nancy Hodges Callaway

BY:

TITLE Vice President

ATTEST:

TITLE Vice President

Cason J. Callaway, Jr., as Trustee Under
the Will of K. B. Hodges for
Nancy Hodges Callaway by Bank of
America, N.A.,
formerly NationsBank, N.A. (South),
Under Power of Attorney recorded in
Deed Book 248, p. 205, Office of Clerk of
Superior Court, Lee County, Georgia.

BY:

TITLE Vice President

ATTEST:

TITLE Vice President

003870

FILED FOR RECORD ON
 July 21 19 98
 AT 10 AM
 AND RECORDED 7/21/98
 AM E. NIX, CLERK
 S.C.L.C. GA.

Return to:
 DAVID W. ORLOWSKI
 Hodges, Erwin, Hedrick & Coleman, LLP
 Post Office Box 2320
 Albany, Georgia 31702

BOOK 352 PAGE 302

**AMENDMENT TO PROTECTIVE COVENANTS
 FOR CALLAWAY LAKES SUBDIVISION**

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Page 115-129, in the office of the Clerk of the Superior Court of Lee County, Georgia.

WHEREAS, Clause i of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers 150 through 176, of Callaway Lakes Section 5, subject to Protective Covenants of November 23, 1992.

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause i of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lake Subdivision:

All of Lots One Hundred Fifty (150) through One Hundred Seventy-Six (176) as shown on the plat of Callaway Lakes Subdivision, Section Five, as said plat is recorded in Plat Cabinet E, Slide E-15, in the office of the Clerk of the Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed this the 30th day of JUNE, 1998.

HODGES, ERWIN
 & HEDRICK
 907 NORTH JEFFERSON ST.
 ALBANY, GEORGIA 31702-2300
 PHONE (404) 863-7400

NationsBank, N.A., formerly known as
 NationsBank of Georgia, N.A., as Trustee under
 the Trust created by Cason J. Callaway, Jr., dated
 December 29, 1976

By: Richard S. [Signature]
 Title: Vice-President

Attest: [Signature]
 Title: Vice President

(Affix Seal)

Signed, sealed and delivered
in presence of:

Lynne G. Lee
WITNESS

Madina F. Jones
NOTARY PUBLIC



NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Will of K. B. Hodges or Nancy Hodges Callaway

By: Richard J. Callaway
Title: Vice-President

Attest: Mari Callaway
Title: Vice-President

(Affix Seal)

Signed, sealed and delivered
in presence of:

Lynne G. Lee
WITNESS

Madina F. Jones
NOTARY PUBLIC



Cason J. Callaway, as Trustee under the Will of K. B. Hodges for Nancy Hodges Callaway, by NationsBank, N.A., formerly NationsBank, N.A. (South), under Power of Attorney recorded in Deed Book 248, Page 205, as County Clerk's Office

By: Richard J. Callaway
Title: Vice-President

Attest: Mari Callaway
Title: Vice-President

(Affix Seal)

HODGES, ERWIN
& HERRICK
100 NORTH JEFFERSON ST.
P.O. BOX 1200
ALBANY, GEORGIA 31706-0200
PHONE (404) 560-2400

Signed, sealed and delivered
in presence of:

Lynne G. Lee
WITNESS

Madina F. Jones
NOTARY PUBLIC



01/23/2001 17:59 2298834091

HODGES ERWIN HEDRICK

PAGE 02/03

000387

BOOK 509 PAGE 098

RECEIVED

Jan. 25 2001

4:50 PM 504 98

1-26-01

Lynette H. Hedrick

HEH/C
 PD BAC 220
 Albany Ga 31702

AMENDMENT TO PROTECTIVE COVENANTS FOR CALLAWAY LAKES SUBDIVISION

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Page 115-129, in the office of the Clerk of the Superior Court of Lee County, Georgia.

WHEREAS, Clause 1 of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers 150 through 176, of Callaway Lakes Section 5, subject to Protective Covenants of November 23, 1992.

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause 1 of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lake Subdivision:

All of Lots One Hundred Seventy-Seven (177) through Two Hundred Thirty-Three (233) as shown on the plat of Callaway Lakes Subdivision, Section Six, as said plat is recorded in Plat Cabinet E, Page E-61, in the office of the Clerk of the Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed this the 24th day of January, 2001.

Bank of America, N.A., formerly known as NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Trust created by Cassin I. Callaway, Jr., dated December 20, 1976

By: Richard Jordan
 Title: Vice-President

Attest: [Signature]
 Title: [Signature]
 (Affix Seal)

HODGES, ERWIN
 HODGES & SODEN, LLP
 400 Peachtree Street, N.E.
 Atlanta, Georgia 30308
 Phone: (404) 525-1100

JAN 23 2001 17:17

2298834091

PAGE 02

BOOK 509 PAGE 099

Signed, sealed and delivered
in presence of:Dana Berry
WITNESSWilliam F. Jones
NOTARY PUBLICBank of America N.A., formerly known as NationsBank,
N.A., formerly known as NationsBank of Georgia,
N.A., as Trustee under the Will of K. B. Hodges or
Nancy Hodges CallawayBy: Richard Borden
Title: Vice-PresidentAttest: William F. Jones
Title: Notary PublicSigned, sealed and delivered
in presence of:Dana Berry
WITNESSWilliam F. Jones
NOTARY PUBLICCason J. Callaway, Jr., as Trustee under the Will of K.
B. Hodges for Nancy Hodges Callaway, by Bank of
America, N.A., formerly known as NationsBank, N.A.,
formerly NationsBank, N.A. (South), under Power of
Attorney recorded in Deed Book 248, Page 205 Lee
County Clerk's OfficeBy: Richard Borden
Title: Vice-PresidentAttest: William F. Jones
Title: Notary PublicSigned, sealed and delivered
in presence of:Dana Berry
WITNESSWilliam F. Jones
NOTARY PUBLICHODGES & HEDRICK
HODGES & HEDRICK, LLP
ATTORNEYS AT LAW
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: 404.525.1000

HEH4C
PO Box 1330
Albany, Ga 31702

GEORGIA, LEE COUNTY
FILED FOR RECORD ON
APR 20 2004
TIME 4:00 PM BOOK 840 PAGE 036
RECORDED APR 20 2004
Sara Clark Deputy
ANNE E. NIX CLERK,
S.C.L. GA

AMENDMENT TO PROTECTIVE COVENANTS FOR CALLAWAY LAKES SUBDIVISION

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Page 115-129, in the office of the Clerk of the Superior Court of Lee County, Georgia.

WHEREAS, Clause I of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers 234 through 256, of Callaway Lakes Section 7, subject to Protective Covenants of November 23, 1992.

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause I of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements liens, and charges affecting Callaway Lake Subdivision:

All of Lots Two Hundred Thirty-Four (234) through Two Hundred Fifty-Six (256) as shown on the plat of Callaway Lakes Subdivision, Section Seven, as said plat is recorded in Plat Cabinet E, Slide E108-C, in the office of the Clerk of the Superior Court of Lee County, Georgia.

2.

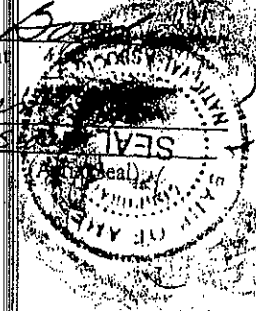
All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed this the 20th day of April, 2004.

Bank of America, N.A., formerly known as NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Trust created by Cason J. Callaway, Jr., dated December 20, 1976

By: Richard Borden
Title: Vice-President

Attest: Jim Callaway
Title: Vice President



Signed, sealed and delivered
in presence of:

[Signature]
WITNESS

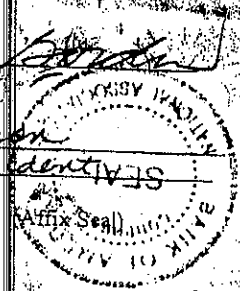
Debra Berry
NOTARY PUBLIC



Bank of America N.A., formerly known as NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Will of K. B. Hodges or Nancy Hodges Callaway

By: Richard Borden
Title: Vice-President

Attest: Jim Callaway
Title: Vice President



Signed, sealed and delivered
in presence of:

[Signature]
WITNESS

Debra Berry
NOTARY PUBLIC



Cason J. Callaway, Jr., as Trustee under the Will of K. B. Hodges for Nancy Hodges Callaway, by Bank of America, N.A., formerly known as NationsBank, N.A., formerly NationsBank, N.A.(South), under Power of Attorney recorded in Deed Book 248, Page 205 Lee County Clerk's Office

By: *Leahad Borden*
Title: Vice-President

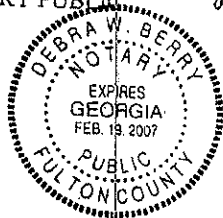
Attest: *Dei Claret*
Title: *Vice President*

(Affix Seal)

Signed, sealed and delivered
in presence of

Debra W. Berry
WITNESS

Debra W. Berry
NOTARY PUBLIC



HEH+C

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BOOK 990 PAGE 018

GEORGIA, LEE COUNTY
FILED FOR RECORD ON

Sept 12 2005

8:30 AM BOOK 990 PAGE 018

RECORDED Sept 12 2005

Sara Clark Deputy

ANN E. NIX, CLERK,
S.C.L.C. GA**AMENDMENT TO PROTECTIVE COVENANTS
FOR CALLAWAY LAKES SUBDIVISION**

WHEREAS, on November 23, 1992, the Declarant established certain Protective Covenants for Callaway Lakes Subdivision, which covenants are recorded in Deed Book 140, Page 115-129, in the office of the Clerk of the Superior Court of Lee County, Georgia.

WHEREAS, Clause I of the Protective Covenants provides that the Declarant may from time to time subject additional property to the conditions, restrictions, covenants, reservations, liens, and charges set forth in the Protective Covenants by appropriate amendment, and

WHEREAS, the Declarant desires to make Lots Numbers 287 through 290, of Callaway Lakes Section 8, subject to Protective Covenants of November 23, 1992.

THEREFORE, the Declarant amends the Protective Covenants of November 23, 1992, as follows:

1.

By adding the following described property to Clause I of the Protective Covenants so that this property shall be subject to all of the conditions, restrictions, covenants, reservations, easements, liens, and charges affecting Callaway Lake Subdivision:

All of Lots Two Hundred Fifty-seven (257) through Two Hundred Ninety (290) as shown on the plat of Callaway Lakes Subdivision, Section Eight, as said plat is recorded in Plat Cabinet E, Slide 133-D, in the office of the Clerk of the Superior Court of Lee County, Georgia.

2.

All other provisions of the Protective Covenants of November 23, 1992, shall remain in effect without change.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Protective Covenants for Callaway Lakes Subdivision to be executed this the 9th day of September, 2005.

Bank of America, N.A., formerly known as NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Trust created by Cason J. Callaway, Jr., dated December 20, 1976

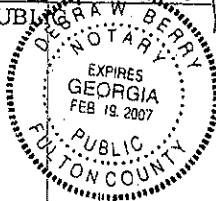
By: Richard B. [Signature]
Title: Vice-President

Attest: [Signature]
Title: VICE PRESIDENT
(Affix Seal)

Signed, sealed and delivered
in presence of:

WITNESS

NOTARY PUBLIC



Bank of America N.A., formerly known as NationsBank, N.A., formerly known as NationsBank of Georgia, N.A., as Trustee under the Will of K. B. Hodges or Nancy Hodges Callaway

By: Richard B. [Signature]
Title: Vice-President

Attest: [Signature]
Title: VICE PRESIDENT
(Affix Seal)

Signed, sealed and delivered
in presence of:

WITNESS

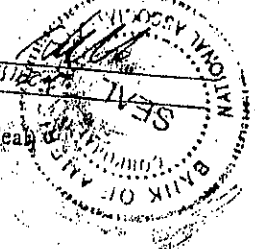
NOTARY PUBLIC



Cason J. Callaway, Jr., as Trustee under the Will of K. B. Hodges for Nancy Hodges Callaway, by Bank of America, N.A., formerly known as NationsBank, N.A., formerly NationsBank, N.A. (South), under Power of Attorney recorded in Deed Book 248, Page 205 Lee County Clerk's Office

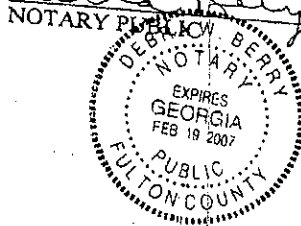
By: Richard Burton
Title: Vice-President

Attest: [Signature]
Title: VICE PRESIDENT
(Affix Seal)



Signed, sealed and delivered
in presence of

WITNESS



HODGES, ERWIN,
HEDRICK & COLEMAN, LLP
447 NORTH JEFFERSON ST.
P.O. BOX 124
ALBANY, GEORGIA 31702-0124
PHONE (229) 842-1463

883-7463
JOHNSON, Pk