

On
DEED Book 791 Page 61
On 4/1/2008

On
DEED Book 791 Page 64
On 4/1/2008

On
DEED Book 789 Page 538
On 3/27/2008

On
DEED Book 782 Page 243
On 2/19/2008

State, Juvenile and Magistrate Court
22 day of June 2015
TRUE COPY
SEAL
Clerk of Superior Court
OFFICE of CLERK, Bryan Co., GA
Bryan County, Georgia

BRYAN COUNTY
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STATE OF GEORGIA
COUNTY OF BRYAN

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DOUGLAS P. GIBBS
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

PLEASE RE-RECORD TO REFLECT
EXHIBITS "A" and "B".

DEED Book 779 Page 378
On 2/5/2008
The Maryland 2224 C, LLC
P.O. Box 460
Richmond Hill Ga. 31324

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
BRIGHAM LAKES

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CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

On
DEED Book 767 Page 452
On 12/3/2007
THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by and for the PROPERTIES, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

On
DEED Book 755 Page 215
On 9/21/2007
WHEREAS, Declarant is the owner of certain property in Bryan County, Georgia, more particularly described in Article V, Section 2, hereof and hereinafter defined as the "Existing Property"; and
WHEREAS, Declarant has the right to acquire title to the property described in Article V, Section 1, hereof and hereinafter the "Additional Property"; and

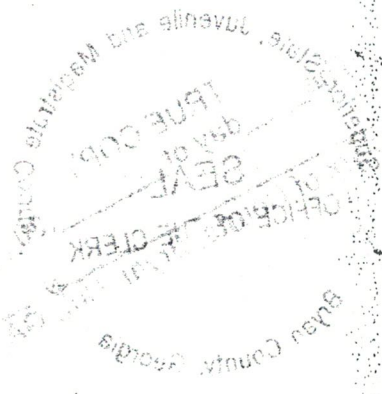
On
DEED Book 755 Page 415
On 9/21/2007
WHEREAS, the Declarant has deemed it desirable for the efficient preservation, protection and control of the Existing Property to create an agency which will be delegated and assigned certain powers of maintaining and administering the Existing Property, and administering and enforcing these Covenants, Conditions and Restrictions, and collecting and expending for the purposes set forth herein the assessments hereinafter described; and

On
DEED Book 755 Page 419
On 9/21/2007
WHEREAS, it is in the interest and to the advantage of Declarant and to each person, corporation, partnership or other entity which shall hereafter acquire title to any Lot within the Existing Property that certain covenants, conditions and restrictions be imposed upon the Existing Property;

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

... More Cross-References NOT Displayed

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ARTICLE I
Definitions

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

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

Section 2. "Board of Directors" shall mean the Board of Directors of the Association.

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

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

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

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

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

Section 8. "Existing Property" shall mean and refer to that real property described in Article V, Section 2, hereof.

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

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

Section 11. "Member" shall mean and refer to every member of the Association.

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

Section 13. "Plat" shall collectively mean the subdivision plats of the Existing Property recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 550, Sheet 445.

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

Section 15. "Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot, either temporarily or permanently.

Section 16. "Voting Member" shall mean and refer to the Declarant as well as the Owner of any Lot.

ARTICLE II
Property Rights

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

- (a) the right of the Association to suspend the voting rights and right to use of any facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (b) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants or contract purchasers who reside on the Lot.

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ARTICLE III
Membership and Voting Rights

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

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

- (a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Lot owned. If more than one person owns an interest in a Lot, all such persons shall designate one (1) person who shall be the Voting Member for the Lot and who shall be the only one (1) of such persons allowed to attend meetings of the Association and cast one (1) vote with respect to the Lot.
- (b) Class B. The Class B Member shall be the Declarant, and any assignee of the Declarant who is designated as such in a recorded instrument executed by the Declarant. The Class B Member shall be a Voting Member of the Association and shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time when the Class B membership terminates and is converted to Class A Membership. Class B Membership shall terminate and be converted to Class A Membership upon the happening of the later of the following:
 - (i) One hundred (100%) percent of the Lots are deeded to homeowners.
 - (ii) Five (5) years from the date this Declaration is recorded.

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

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

ARTICLE IV
Covenants For Assessments

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

Section 2. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay the Association:

- (a) Annual Assessments or Charges;
- (b) Special Assessments for Capital Improvements (the "Annual Assessments" and "Special Assessments for Capital Improvements" collectively the "Assessments"; and
- (c) Limited Assessments for reimbursement of the Association for any expenses, charges, cost or expense that are incurred for the benefit of some but not all of the Lots as may be determined by the Board.

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

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

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

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

- (a) Until April 30, 2006, the Annual Assessment shall be \$150.00 per Lot;
- (b) Maximum Annual Assessment for the fiscal year beginning May 1, 2006 and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Voting Members of the Association by an amount not to exceed fifteen (15%) percent of the maximum Annual Assessment of the previous year. The affirmative vote of a majority of the Voting Members shall be required to approve an increase in the Annual Assessment of more than fifteen (15%) percent from the Annual Assessment of the previous year.
- (c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum allowed herein. When the Board of Directors fixes the Annual Assessments for each fiscal year, the Board of Directors shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services provided by the Club and the costs thereof.

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

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

Section 7. Uniform Rate of Assessments and Limited Assessments. Annual and Special Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, if upon request by any Owner or Owners the Board of Directors agrees in its sole discretion to incur certain costs and expenses upon request of the affected Owners that benefit less than all Owners and Lots the Board may establish and fix in addition to the Annual Assessments and Special Assessments certain Limited Assessments to be paid by the Owners requesting that such costs and expenses be incurred.

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

- (a) All Assessments provided for herein shall commence as to any Lot upon the conveyance of a Lot by a Declarant. The amount of Assessments due upon such conveyance shall be computed according to the number of days remaining in the fiscal year applicable to such Assessment.
- (b) At least thirty (30) days in advance of the due date of each Assessment, the Board of Directors shall fix the amount and due date of the Assessment and give each Owner subject thereto written notice thereof.

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

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

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

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

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

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

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

ARTICLE V

Property Subject to this Declaration and Additions Thereto

Section 1. Additional Property. The real property which may be subjected to this Declaration shall include that property described more specifically in Exhibit "A" attached hereto and made a part hereof, and any other property adjacent to or contiguous with any property within these Covenants through this Declaration or a Supplemental Declaration, as described in Section 3 of this Article.

Section 2. Existing Property. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration is located in Bryan County, Georgia, and is more particularly described on Exhibit "B" attached hereto and made a part hereof.

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

ARTICLE VI

Architectural Control

Section 1. Purpose. It is the Declarant's purpose to prohibit any improvement or change in the Existing Property which would be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Lots, to assure that the improvements and

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construction of Dwellings and Structures on the Existing Property will be of good and attractive design and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements shall be of high quality and comparable to other improvements permitted on the Existing Property.

Section 2. Approval Required. Docks or piers shall not be permitted upon any Lot or within the Existing Property except within the Common Areas as may be designated by the Board of Directors. No building, wall, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, or other structure shall be commenced, erected, altered, modified or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Design Review Committee as outlined herein. No change shall be made in color, stain or painting of any Structure or door thereof, balcony or deck thereunto attached, unless so approved. Without limiting the generality of the foregoing requirement for approval by the DRC, all Dwellings shall have no less than a 7/12 roof pitch, a minimum slab of 3 blocks, shall be constructed of brick, hard coat stucco, or hardy plank for exterior walls. No vinyl siding shall be permitted on any Dwelling. Vinyl will be approved for trim only.

Section 3. Design Review Committee.

- (a) The Design Review Committee ("DRC") shall consist initially of Declarant. In the event the Declarant shall decline to serve as the DRC or the Class B Membership of the Declarant shall cease, whichever occurs last, the DRC shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors. The DRC shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2 above.
- (b) The DRC shall prepare and, on behalf of the Board of Directors, promulgate Architectural Review Guidelines and Design Review Procedures ("Architectural Review Guidelines"). The Architectural Review Guidelines shall be those of the Association, and the DRC shall have sole and full authority to prepare and amend them. The Architectural Review Guidelines shall be made available to Owners who seek to engage in construction upon any Lot, and Owners shall conduct construction strictly in accordance with the Architectural Review Guidelines.

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

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

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

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

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the DRC, the person seeking such approval shall furnish the data required by the DRC, including plans, specifications, drawings or other materials (hereinafter collectively the "Plans"), and no such submission shall be deemed to have been made unless and until all Plans have been received by the DRC. Receipt shall be deemed to have occurred upon actual receipt by any member of the DRC. The DRC shall either approve or disapprove the Plans within forty-five (45) days after Plans have been submitted to it. If the Plans are disapproved in any respect, the applicant shall be notified wherein such Plans are deficient. The Board of Directors shall have the right, from time to time, to establish filing fees to defray the expenses of the DRC, which fees shall be paid at the time of submission of such plans.

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

Section 8. Right to Inspect. The DRC shall have the right, at its election, to enter upon any Lot before or during clearing or construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans

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and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials, all to be determined in the sole opinion of the DRC. The DRC shall have the power to order the dismantling or cessation of work it deems non-conforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

ARTICLE VII
Use Restrictions

Section 1. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce rules and regulations concerning the Existing Property or the Additional Property if properly submitted to this Declaration.

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

Section 3. Dwelling Size, Garages and Driveways. No Dwelling shall be constructed upon any Lot within the Existing Property, unless:

- (a) The minimum Living Area of a one story Dwelling shall not be less than Eighteen Hundred (1,800) square feet.
- (b) The minimum First Floor Living Area of a one and one-half story Dwelling shall be not less than Eighteen Hundred (1,800) square feet and the total living area shall not be less than Two Thousand (2,000) square feet.
- (c) The minimum Living Area of a two story Dwelling shall be not less than Twenty Four Hundred (2,400) square feet;
- (d) All Dwellings shall have a garage which contains at least Four Hundred (400) square feet and has either a double garage door or two (2) garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof; and shall have vehicle access only from the side of the House (side entry garages).
- (e) All Dwellings must have a paved driveway with a paved parking area and the additional parking pad required by Section 12 below.

Section 4. Construction Quality. It is the intention and purpose of this Declaration to insure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural

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setting of the area and other Dwellings within the Existing Property. All Dwellings shall be constructed in accordance with applicable governmental codes, the Architectural Review Guidelines and with more restrictive standards as may be required by the Design Review Committee.

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

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

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

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on a Lot or in a Dwelling, except that not more than four (4) household pets (including no more than two (2) dogs) may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance or cause unsanitary conditions. All animals must be confined to their Owner's Lot or Dwelling, unless walked on a leash. Dogs which bark for extended periods of time so as to cause a nuisance or disturbance to neighbors will not be permitted to remain outside unattended. At no time are pets permitted to be tied up outside. All pet waste must immediately be removed from any common areas or property owned by someone other than the pet owner and disposed of in an appropriate waste receptacle.

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

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designated assigns.

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Section 10. Outside Antennae. No outside radio or television antennae, dishes or discs shall be erected on a Lot without the prior written approval of the Board of Directors.

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

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Section 12. Parking.

- (a) Automobiles, trucks and motorcycles must be parked in garages, on the driveway area or on the parking pads.
- (b) No commercial Vehicles/buses, trailers, camping trailers, motor homes, recreational vehicles (collectively "Vehicle/Boat") may be maintained or parked within the Existing Property unless the same is shielded from view of all roads within the Property and shielded from view of neighboring property owners by an enclosure approved by the DRC or other screening device, such as lattice or shrubbery, as approved by the DRC in its sole discretion. Any such Vehicle/Boat so maintained within the Existing Property in violation of this provision may be removed by the Board of Directors, and the cost of such removal shall be borne by the Owner. Any dispute as to whether a device is a "Vehicle/Boat" as used herein, the determination as such by the Board of Directors shall be controlling.
- (c) No disabled automobile, truck, motorcycle or Vehicle/Boat can be parked within the Existing Property for more than two (2) days. No automobiles, trucks, motorcycles or Vehicles/Boats shall be parked in streets, right-of-ways or Common Areas within the Existing Property.

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Section 13. Plants and Trees. No trees or shrubbery on a Lot may be cut, trimmed or disturbed until a Lot Disturbance Permit has been issued by the DRC. The DRC shall have the authority to establish the standards for the issuance of such Permit and can reject plans for construction of a Dwelling on a Lot if the trees or shrubbery previously existing on the Lot had been disturbed prior to the issuance of a Lot Disturbance Permit or in violation of the conditions of such permit.

Section 14. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot unless the mailbox or receptacle has either been purchased from the Declarant or is an exact replica of a mailbox or receptacle designed by Declarant. A mailbox or receptacle meeting this criteria shall be installed on a Lot upon the completion of the Dwelling constructed on a Lot.

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Section 15. Signs.

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- (a) No signs shall be displayed upon a Lot other than: (i) a sign identifying the name of the contractor or lender during construction of a Dwelling; provided said sign does not exceed five (5) square feet in area; or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed five (5) square feet in area; and is suspended from a wooden sign post. Notwithstanding the foregoing, all signs and the location thereof must be approved by the DRC in its sole discretion.
- (b) No other signs, including but not limited to directional signs, shall be placed anywhere within the Existing Property, including but not limited to rights-of-ways;
- (c) The provisions of this Section shall not apply to Declarant.

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

Section 17. Setback. All Structures erected on a Lot must be situated within the front, rear and side setback lines shown on the Plat. Notwithstanding the location of setback lines as shown on the Plat, no Structure can be located within fifteen (15) feet of the side boundary lines of a Lot. The DRC shall have the right, in its sole discretion, to establish, waive, increase, decrease or modify all setback lines.

Section 18. Maintenance.

- (a) Each Owner shall be responsible for the maintenance of his Lot, yard and all improvements erected thereon. If, in the sole opinion of the Board of Directors, an Owner fails to maintain his Lot, yard or any improvements erected thereon in a neat and orderly manner, the Association may provide such maintenance as it deems necessary, and the costs thereof shall be added to and become a part of the Annual Assessment to which such Lot is subject.
- (b) Each vacant Lot must be "bushhogged" at least twice per calendar year in a manner acceptable to the DRC, in its sole opinion. If, in the sole opinion of the Board of Directors, an Owner fails to properly "Bushhog" his Lot, the Association may provide such "Bushhogging" as it deems necessary, and the costs thereof shall be added to and become a part of the Annual Assessments to which such Lot is subject. In the event of a dispute as to the definition of "bushhog" as

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used herein, the determination as such by the Board of Directors shall
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Section 19. Fuel Tanks. No fuel tank or similar storage receptacle may be exposed to view on a Lot. Fuel tanks or similar storage receptacles may be installed only within a Structure, within a screened area or buried underground, as approved by the DRC in its discretion. This provision shall not apply during construction of a Dwelling on a Lot.

Section 20. Driveways and Walkways.

- (a) No driveways or walkways can be located within five (5) feet of the side boundary lines of a Lot. Notwithstanding the foregoing, driveways and walkways can only be constructed on Lots at locations approved by the DRC, in its sole discretion;
- (b) Each Lot Owner at his, her or its expense, shall construct and maintain a sidewalk along the right of way in the front of a Lot owner's Lot. Said sidewalk shall be constructed in accordance with the Sidewalk Specification (hereinafter the "Sidewalk Specification") which are available upon request from the DRC. The sidewalk shall be in place at or before the issuance of a certificate of occupancy for a residence constructed upon a Lot. Each Lot Owner is responsible for the maintenance of the sidewalk in the front of his, her or its Lot.
- (c) The DRC shall have the right to require, in its sole discretion, that driveways and walkways be painted or constructed of precolored materials.

Section 21. Golf Carts. All Terrain Vehicles. Scooters. Mopeds. Go Carts and Other Gasoline or Electric Powered Means of Transportation (collectively "Carts"). Carts shall be operated in accordance with all applicable laws or ordinances and only on the streets and roads within the Existing Property as shown on the Plat and on any future recorded plats of the Additional Additional Property. Carts shall not be permitted on any paths, easements, sidewalks, Common Areas or shoulders of streets and roads within the Existing Property. In the event of a dispute as to whether a device is a "Cart" as used herein, the determination as such by the Board of Directors shall be controlling.

Section 22. Firearms. Archery. Hunting.

- (a) No firearms, including but not limited to: rifles, shotguns, pistols, pellet guns or BB guns shall be discharged within the Existing Property;
- (b) No archery equipment shall be shot or used within the Existing Property;

(c) No hunting or shooting birds, squirrels or other animals shall be permitted within the Existing Property.

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

ARTICLE IX
Indemnification

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

ARTICLE X
General Provisions

Section 1. Application. All Owners, employees of Owners, guests of

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Owners, tenants of other persons who may, in any manner, use the Existing Property or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the Association and any Rules and Regulations formulated by the Board of Directors pursuant hereto.

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

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

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

Section 5. Duration. The covenants and restrictions of this Declaration shall run with the Existing Property, bind the Existing Property and shall inure to the benefit of and be enforceable by the Association, an assignee of the Association, the Declarant, the DRC, or an Owner, and their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. As to the Additional Property, this Declaration shall be effective for twenty (20) years from the date a written declaration or extension of this Declaration to such property is filed of record in the Office of the Clerk of Superior Court of Bryan County, Georgia. These covenants and restrictions shall automatically renew for successive twenty (20) year periods unless terminated as herein provided. To terminate these covenants in whole or in part, at least 51 percent of the persons owning lots affected by such covenant shall execute a document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of lots affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. Such document shall be recorded in the office of the Clerk of the Superior Court of Bryan County no sooner than but within two years prior to the expiration of the initial 20 year period or any subsequent 20 year period of these covenants.

Section 6. Amendment of Declaration.

- (a) Until termination of its Class B Membership in the Association,

Declarant shall have the sole right, in its discretion, to amend this Declaration;

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- (b) Upon termination of Declarant's Class B Membership in the Association (including the Class B Membership of any subsequent Class B Member as hereinafter provided), the Association shall have the power to amend this Declaration by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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

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

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

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

Section 11. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well

as the singular and plural wherever the context provides or permits.

Section 12. Common Areas. Declarant, its successors and assigns, shall have the right, but not the obligation, in their sole discretion, to convey to the Association any property within the Existing Property or Additional Property to be held and used by the Association as Common Area for the use and benefit of all Owners (herein "Common Areas"). The designation of areas as "Common Area" or "Wetlands" on any plat or maps of the Existing Property or Additional Property shall not create any obligation of Declarant to convey such "Common Area" or "Wetlands" to the Association and Declarant specifically reserves the right to decline to convey such areas to the Association.

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

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

ARTICLE XI **Water Service**

Section 1. Fees and Usage.

- (a) Every owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, successors and assigns to pay the following in connection with the private utility company ("Utility Company") furnishing water service within the Existing Property or the Additional Property :
- (i) After connection to the water system, water usage shall be determined by water meters installed for each Lot and the fee for water usage shall be determined in accordance with a Trust Indenture recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Deed Book 43 Page 228.
- (b) Except for a well or wells owned by the Utility Company, no other wells designed to provide drinking water shall be permitted on any Lot within the Existing Property or the Additional Property.

Section 2. Unpaid Charges. Unpaid connection/tap-in fees and usage charges (collectively "Fees") shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Utility Company and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as are reserved to the Association with regard to Assessments as set

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forth in Article IV herein. Notwithstanding anything contained herein to the contrary, the Utility Company and its successors and assigns shall have the right to terminate or refuse water service to any Lot Owner who fails to pay any of the Fees as the same shall become due.

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ARTICLE XII
Fences

Section 1. General. The construction, reconstruction and alteration of all Fences situated within the Existing Property must be approved by the DRC as required under Article VI above prior to construction, reconstruction or alteration as the case may be.

Section 2. Dimensions, Location and Material.

- (a) No fence can exceed five (5) feet in height;
- (b) The appearance, materials and location of fences shall be subject to the approval of the DRC in its sole discretion.

Section 3. Swimming Pool Fences. The DRC shall have the right, in its sole discretion, to waive, modify or amend the above restrictions in regard to fences surrounding swimming pools.

ARTICLE XIII
Construction Waste Materials

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

- (a) A roll off trash container which can hold a minimum of twenty (20) cubic yards of Construction Waste materials ("Container") must be maintained on each Lot and all Construction Waste Materials must be kept and maintained in such Container.
- (b) The only Construction Waste Materials which can be burned within the Existing Property are wood and paper and these can only be burned in a fifty-five (55) gallon drum.
- (c) After a Dwelling is "dried in" as defined by the DRC, all Construction Waste materials must be removed from the Lot and the Lot "rough graded" as defined by and to the satisfaction of the DRC.
- (d) If, in its sole discretion, the DRC determines that a Lot Owner or a builder constructing a Dwelling for a Lot Owner, does not comply with any of the provisions of this Article XIII, then the DRC shall have the option, in its sole discretion, to take whatever actions it deems

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appropriate to correct said non-compliance and the cost of such corrections. The amount due the Association pursuant to this Article XII shall constitute a lien upon and encumber the Lot with respect to which the corrections have been made, and the Association, and its successors and assigns, shall have the same rights and remedies to record and foreclose such a lien and collect such amount as reserved to the Association with regard to Assessments as set forth in Article IV herein.

ARTICLE XIV
FHA or VA Compliance

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

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

ARTICLE XV
Constructive Notice

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

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IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Declarant, on this 14 day of March 2006. AM 11:31

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA. IVOLI PROPERTIES, LLC

By: Mary H. Stafford (L.S.)

Signed, sealed and delivered
in the presence of:

Susan J. Carter
Witness

Barbara Kay Spein
Notary Public



CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

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NONE

EXHIBIT "A"

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EXHIBIT "B"

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BRYAN COUNTY, GA

ALL that certain tract or parcel of land situate, lying and being in Bryan County, Georgia, and being known as BRIGHAM LAKES, according to a plat of survey by John O. Parker, Georgia Registered Land Surveyor No. 1850, dated February 17, 2005, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 550, Page 4-5. For a more particular description of said property conveyed herein, reference is made to said subdivision map which is incorporated herein and made a part hereof by specific reference.