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**DECLARATION OF PROTECTIVE COVENANTS FOR THE PRESERVE AT JULIETTE MILL**

GEORGIA, BIBB COUNTY:

THIS DECLARATION (the "Declaration" or the "Covenants"), made this **28th day of November, 2011**, by **AMERICAN NATURAL RESOURCES, LLC, a Georgia limited liability company** (hereinafter referred to as "**Developer**").

**STATEMENT OF DEVELOPER'S INTENT:**

**THE FOLLOWING STATEMENTS SHOULD BE CONSIDERED CONTROLLING WHEN INTERPRETING ANY PROVISION OF THIS DECLARATION:**

WHEREAS, Developer is the owner of that certain real property designated as Farms 1-8 (the "**Farms**") of The Preserve at Juliette Mill (the "**Subdivision**") as shown on the plat of The Preserve at Juliette Mill prepared by Robert O.Jordan, Georgia Registered Land Surveyor No. 2902, dated September 5, 2008, last revised on November 14, 2011, recorded in the Clerk's Office of Monroe Superior Court in Plat Book 31, Pages 96-100, as it may be amended from time to time (the "**Plat**"); and

WHEREAS, Developer desires to devote the Farms to be used as country homesteads and/or hobby or small farms that blend and harmonize with the natural surroundings and therefore considers it desirable and appropriate to record restrictions applicable to the Farms of The Preserve at Juliette Mill for the benefit and compliment of all the Farms and the future owners thereof; and

WHEREAS, Developer specifically intends that in addition to the aforementioned hobby or small farm uses, Farm 8, containing 142.19 acres, may be operated as a commercial tree farm ; and

WHEREAS, Developer desires to provide for the maintenance, repair, and upkeep of the Subdivision's only road, River Lane (60' right-of-way) (the "**Road**"), under the terms and conditions hereinafter set forth, which shall be binding upon and inure to the benefit of the purchasers of said Farms, their heirs, legal representatives, successors, and assigns; and

WHEREAS, Developer desires to provide for the maintenance, repair, and upkeep of the Common Areas and any improvements thereto and located thereon (herein collectively referred to as the "**Common Improvements**"), all under the terms and conditions hereinafter set forth, which shall be binding upon and inure to the benefit of the purchasers of said Farms, their heirs, legal representatives, successors, and assigns (the "**Road**" and the "**Common Improvements**," being herein collectively referred to as the "**Community Property**").

NOW, THEREFORE, in consideration of the premises and the benefits, both present and future, to the Developer, and its successors and assigns, and the owners of the Farms in said Subdivision, the Developer does hereby covenant, agree, and declare that the Farms in the Subdivision shall be subject to the covenants, conditions, and restrictions set forth herein which shall run with the real property and be binding upon all parties having any right, title, or interest in said property or any part thereof, their heirs, legal representatives, successors, and assigns, and inure to the benefit of each owner thereof.

## ARTICLE I

### SECTION ONE: DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings.

1.1 "Association" or "Homeowners Association" shall mean and refer to **The Preserve at Juliette Mill H.O.A., Inc.**, an incorporated non-profit corporation made up of the Owners of all of the Farms in the Subdivision created and incorporated by the Developer for the purposes set forth herein.

1.2 "Architectural Control Committee" shall have the meaning ascribed in Article III of this Declaration.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.

1.5 "Board of Directors" or the "Board" shall mean the Board of Directors of the Association.

1.6 "Basement" shall mean the lower level, regardless of size, of any house constructed on any Farm any portion of which is located below the grade level of the ground adjacent to said house, regardless of whether or not the same is heated and/or cooled and regardless of whether or not there is an outside doorway or a doorway leading directly to the outside from the house. For purposes of this Declaration, whether or not the lower level of any house is to be considered a Basement shall be completely within the discretion of the Architectural Control Committee and such decision by the Architectural Control Committee shall be binding and determinative of the character of any such lower level of the house. Further, the approval by the Architectural Control Committee or Developer of site plans, construction plans, and specifications or any other related plans or specifications shall not be deemed an approval by the Architectural Control Committee or the Developer of the engineering or structural design of any septic system constructed or to be constructed on the Farm by Owner or Owner's construction contractor.

1.7 "Common Areas" shall mean those portions of the Subdivision designated "Common Area 1", and "Common Area 2 being more particularly described and identified on the Plat.

1.8 "Common Improvements" shall have the meaning ascribed on page 2 of this Declaration.

1.9 "Community Property" shall mean the Street Improvements and the Common Improvements heretofore defined located on the Common Areas.

1.10 "Developer" shall mean and refer to American Natural Resources, LLC, a Georgia limited liability company, and any assignee of Developer's rights and powers hereunder

1.11 Intentionally deleted.

1.12 "Farm" shall mean any one of Farms 1 through 8 of The Preserve at Juliette Mill as described by the Plat.

1.13 "Member" shall mean and refer to a member of the Association.

1.14 "Mobile Home" shall mean any movable or portable dwelling constructed to be towed on its own chassis or floor system in one or more sections designed for delivery on trailers or its own chassis and to be joined at the site into one integral unit. For the purpose of this paragraph, a Mobile Home does not lose its character as such simply by

providing a foundation, underpinning, siding, roofing, and/or other additions. A Mobile Home, under this Declaration, shall include modular homes, or any and all other types of similar types of units by whatever name the same shall be known. For purposes of this Declaration, whether or not a structure is to be considered a Mobile Home shall be completely within the discretion of the Architectural Control Committee and such decision by the Architectural Control Committee shall be binding and determinative of the character of any such structure.

1.15 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Farm in the Subdivision.

1.16 "Street Improvements" shall mean and refer to River Lane (60'R/W) as shown on the Plat and any alternative access road constructed pursuant to Article 5, Section 5.4. Said River Lane runs from Round Oak – Juliette Road to the creek that is the division line between Farms 7 and 8 as shown on the Plat.

1.17 "Subdivision" shall mean and refer to all of the real property presently owned by the Developer shown on the plat of The Preserve at Juliette Mill recorded in the Clerk's Office of Monroe Superior Court in Plat Book 31, Pages 96-100, consisting of Farms 1 through 8, the street shown thereon known as River Lane (60' right-of-way), and the Common Areas.

## ARTICLE II

### SECTION TWO: RESTRICTIVE COVENANTS

The restrictions applicable to the Subdivision are listed as follows:

2.1 Land Use and Building Type. All Farms subject to these restrictions shall be used for primarily residential or hobby farm or small farm purposes. Farm 8, containing 142.19 acres, may be operated as a commercial tree farm or commercial agricultural farm. No structures shall be erected, altered, or permitted to remain on any Farm other than one single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single-family residence). No Mobile Home as herein defined and no building constructed elsewhere shall be moved to, placed or maintained on any Farm. No dwelling house constructed on any of said Farms shall be in any manner occupied until it shall have been substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed but in no event shall the completion of construction of any building or structure be more than 12 months from the date of commencement of said construction. No buildings, facilities, light poles, lights, or any man-made structure may be located, placed or constructed on the cross-hatched portion of Farm 8 as depicted on the Plat.

2.2 Resubdivision. No Farm or Farms in the Subdivision shall be subdivided in any manner that will result in an increase in the total number of Farms in the Subdivision. This shall not be construed as precluding the combination and conveyance of one or more Farm(s) to the owner of an adjacent Farm. However, if two or more Farms are re-platted into one Farm, the new larger Farm may not then be re-subdivided in any fashion and the number of Farms in the Subdivision shall be permanently reduced. For example, if Farms 3,4 and 5 are all acquired by one owner and that owner elects to formally combine them by having them re-platted into one Farm, then that property may not be subdivided in the future. In order to officially combine multiple Farms into one large Farm, the Owner desiring to do so shall cause Jordan Engineering (Monticello, GA, 706-468-8999) to redraw the Subdivision plat to reflect the reduction in Farms and shall have the Subdivision Plat recorded in the Monroe County, Georgia deed records, and cross-referenced to this Declaration. All costs associated with the combination of multiple Farms into one larger Farm shall be borne by the Owner desiring to do so.

2.3 Building Location. No building shall be erected nearer to the front property line than fifty (50) feet, or nearer to the side property line than twenty (20) feet, unless said building setback lines are otherwise shown on the Plat of the Subdivision, in which event the building setback line shown on the Plat of the Subdivision shall control. Further, no building shall be erected nearer than fifty (50) feet to the bank of Juliette Mill Lake, the Ocmulgee River or the Towaliga River. This restriction is subject to revision by and with the written consent of the Architectural Control Committee, as hereinafter defined, where, by reason of the contour of any particular Farm property lines, the building cost would be materially affected by strict compliance with such building line requirements, or where, by reason of such contours, the appearance of the development would be adversely affected. The building shall also be subject to the provisions of Section 3.1 of this Declaration relating to building orientation (the direction in which the building is to face).

2.4 Dwelling Size. The floor area (meaning the heated and cooled living space) of any family residence, exclusive of porches, carports, garages, Basements as herein defined, and attics, shall not be less than 1,200 square feet, it being the intention and purpose of these covenants to ensure that all buildings shall be of quality workmanship and of materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size.

2.5 Siding and Foundations. All structures must use one of the following materials as siding: cypress, cedar, fiber cement, stone, split-face block or logs. No vinyl, brick, brick veneer, stucco, metal, or masonite siding may be used on any structure constructed on any Farm. Foundations must be faced with stone, brick, split-face block, stucco finished block or stucco finished concrete.

2.6 Roof. All roofs must be constructed of metal or architectural shingles with at least a minimum 8/12 roof pitch.

2.7 Pilings. If the location of the structure is within the 100 year flood plain and requires additional elevation, the pilings must be constructed of treated wood beams, stone, brick, split-faced block, stucco finished block or stucco finished concrete.

2.8 Other Structures. Other structures may be erected or permitted to remain on any Farm in addition to one single-residential building if such structure is erected for the pleasure and convenience of the occupants of said single residence and shall be compatible with the residential or hobby/small farm use of the property. Said structure and its orientation must be approved by the Architectural Control Committee and must be of the same exterior quality and materials substantially the same or better than those required for any single-residence building constructed and located on said Farm. No buildings, facilities, light poles, lights, or any man-made structure may be located, placed or constructed on the cross-hatched portion of Farm 8 as depicted on the Plat.

2.9 Exterior Colors. The paints and stains used on the exteriors of all structures must have an earthen toned color theme and blend well with the natural forest landscape. All color schemes on the exterior of any structure located on any Farm must be approved by the Architectural Control Committee. **NO VARIANCE OR AMENDMENT TO THIS SECTION SHALL BE PERMITTED.**

2.10 Fencing. No fence or wall shall be erected or placed on any Farm except upon written approval of the Architectural Control Committee, and any fencing allowed shall not exceed six (6) feet in height, and no barbed wire or chain link fence shall be allowed. Appropriate fence types include rural farm fencing (wooden or wire).

2.11 Drainage. On those Farms having a drainage ditch, or ditches, either natural or man-made, said ditch shall not be altered, covered, or diverted so as to cause damage to an adjoining Farm. Such ditch, or ditches, may, however, be enclosed with culvert pipe of size, capacity, and installation approved by the Monroe County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners within the Subdivision.

2.12 Nuisances. No activity of a noxious or offensive nature shall be conducted or permitted upon any Farm, nor shall anything be done on any Farm that shall result in an unreasonable annoyance, discomfort, or nuisance to any owner of another Farm.

2.13 Temporary Structures. No house trailer or Mobile Home, modular home, or any such similar structure shall be permitted on any Farm at any time. No structure of a temporary character, trailer, camper unit, tent, shack shall be used as a residence on any Farm at any time. A bona fide contractor actively engaged in the construction of a dwelling on a Farm shall be entitled to have a construction storage trailer for the purpose of storing of tools and materials, which right, however, shall continue only during the

active construction period of the residence on the Farm. Owners may camp on their Farm for recreational purposes for no more than thirty (30) consecutive days at a time.

2.14 Storage of Materials. No lumber, brick, stone, cinder block, concrete, or any other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any Farm for longer than the length of time reasonably necessary for the construction in which the same is to be used.

2.15 Driveways. All driveways must be gravel.

2.16 Signs. No sign of any kind shall be displayed to the public view on any Farm except for one sign not more than six (6) square feet in an area advertising the Farm for sale or rent, or a sign with similar size limitations for temporary use by a builder to advertise the property during the construction and sale period. This restriction shall not prevent the use of ornamental markers bearing the name and property address of the occupants of each Farm. No signs of any kind may be placed on the waterfront facing the water. The purpose of this restriction is to reduce visual pollution for all residents when on the water looking back at the land.

2.17 Garbage. No garbage or trash shall be placed or kept on any portion of the property except in covered containers and the containers for garbage and other refuse shall be maintained in a sanitary condition as discreetly as possible. All trash must be removed from the Subdivision by the individual Farm owners to a county collection center. No trash service or trucks shall be allowed to enter the Subdivision. This restriction is intended to provide additional privacy and security and to enhance the serenity of the Subdivision as well as to reduce the wear and tear on the Road.

2.18 Tree Removal. Developer's intent is for the Subdivision to be maintained in as natural a state as possible. In that connection, the existing trees add significantly to the overall natural appearance of the Subdivision. Therefore, no trees larger than eight (8) inches in diameter at breast height may be removed from any Farm without the approval of the Developer so long as Developer owns any Farm in the Subdivision, unless any such tree or trees are within the footprint of the house to be constructed on the Farm or within twenty (20) feet of the footprint of the proposed house, or are dead, diseased or otherwise present a safety hazard to persons or property. When the Developer no longer owns a Farm in the Subdivision, approvals for tree removal must be obtained from the Architectural Control Committee. In the event that the Developer or the Architectural Control Committee, whichever is appropriate, fails to approve or disapprove a request for tree removal within sixty (60) days after the same has been submitted in writing, such approval shall be deemed to have been given. The Developer or any member of the Architectural Control Committee, whichever is appropriate, or their representatives shall have the right to enter upon any Farm to inspect the trees to be cut. Such person or persons shall not be deemed guilty of trespass by reason of such entry. Farm 8 is exempt from this paragraph. No trees may be removed from the portions of the Subdivision,

including Farm 8, that lie within the shaded or cross-hatched areas on the Plat. **NO VARIANCE OR AMENDMENT TO THIS SECTION SHALL BE PERMITTED.**

2.19 Lights. In order to control light pollution, no yard lights, flood lights, or security lights may be installed or used on the Farms or in the Subdivision Common Areas, except that each Owner may install and use lights and/or lamps by the entrance doors to the structures on the Farm. **NO VARIANCE OR AMENDMENT TO THIS SECTION SHALL BE PERMITTED.**

2.20 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Farm except that dogs, cats, or other household pets may be kept by the Owner provided they are not kept in excessive numbers and do not endanger the health or in the sole discretion of the Homeowners Association, disturb the Owner of any other Farm. Horses, ponies or other equines may be kept in numbers of no more than one (1) equine per two (2) net acres of land. Any and all accommodations for dogs, cats, household pets or equines shall be subject to the approval of the Architectural Control Committee and shall be designed in such manner as to be sanitary and not in violation of these Covenants or any health laws. Notwithstanding the foregoing, Farm 8 may be utilized as a horse farm or riding facility.

2.21 Business or Commercial Activities. No business or commercial activity of any nature other than those typical for hobby farms or small personal farms, shall be operated or maintained on any Farm or in any structure located on any Farm, provided, however, that an Owner may have a home office so long as it does not involve the comings and goings of multiple persons to and from the home. Farm 8 is exempt from this provision. Examples of acceptable businesses include, but are not limited to: blueberry farm, honey bee farm, organic vegetable farm, tree farm, horse farm.

2.22 Satellite Dishes. No big dish receivers for transmissions from satellites shall be allowed on any Farm. Small dishes, such as Direct TV, or Dish Network, may be affixed to a roof of any house located on any Farm in the Subdivision, provided, however, the location of any such dish must first be approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right and power to enjoin the placement of any satellite dish on any house or Farm located in the Subdivision without the prior written consent of the Architectural Control Committee and shall have the right of injunctive relief to cause the removal of any satellite dish placed on any house or Farm located within the Subdivision without the prior written consent of the Architectural Control Committee.

2.23 Docks. Each Owner may construct one (1) dock on its Farm; provided, however that prior to the construction thereof, the location, design and materials of said dock must be approved in writing by the Architectural Control Committee.

2.24 Hunting. It is expressly agreed that the Owner of Farm 8, containing 142.19 acres, may engage in recreational hunting on Farm 8, subject to the laws and regulations of the State of Georgia pertaining to said activities. This provision may not be modified, amended or terminated by the Homeowner's Association without the express written consent of the Owner of said Farm 8. Any such amendment or termination with the said Farm 8 Owner's consent must be recorded in the Monroe County, Georgia deed records and cross-referenced to this Declaration in order to be effective.

2.25 Rules and Regulations and By-Laws of the Homeowners' Association. In addition to the foregoing restrictions, all Farm Owners shall comply with any reasonable rules and regulations adopted by the Homeowners' Association pursuant to this Declaration and/or the Articles and/or the By-Laws which have been provided to the Farm Owners and with the lawful provisions of the Articles and By-Laws of the Homeowners' Association; provided, however, that said rules and regulations may not further restrict the permitted uses of Farm 8 without the express written consent of the Owner of said Farm 8. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Homeowners' Association. The Homeowners' Association shall be empowered to impose and assess fines and suspend temporarily voting rights and the right to use the Common Areas in order to enforce such compliance.

## ARTICLE III

### SECTION THREE: ARCHITECTURAL STANDARDS/ARCHITECTURAL CONTROL COMMITTEE

3.1 Exterior Construction. No exterior construction, alteration, addition, or erection of any improvements of any nature whatsoever, including, without limitation, a change in the color of any improvement, shall be commenced or placed upon any Farm, except such as is installed by the Developer, or as is approved in accordance with this section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until such plans and specifications showing at least the nature, kind, shape, height, materials, location, and building orientation (meaning not only the location of the proposed improvements but also the direction in which the improvements will face) shall have been submitted in writing to and approved by an Architectural Control Committee established by the Developer. The Developer may employ (but is not required to do so) for the Architectural Control Committee architects, engineers, or other persons the Developer may deem necessary to assist the Architectural Control Committee in performing its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the Architectural Control Committee for all matters delegated. The Architectural Control Committee may adopt specific design and development guidelines, as well as the application and review procedures which, if

adopted, will be set forth in the architectural guidelines (hereinafter referred to as the "Architectural Guidelines"). In the event Architectural Guidelines are adopted, copies of the Architectural Guidelines shall be available from the Architectural Control Committee for review. The Architectural Control Committee shall have sole and full authority to prepare and amend any Architectural Guidelines adopted. The Architectural Control Committee shall also make the Architectural Guidelines, if adopted, available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Subdivision and such owners, builders and developers shall conduct their operations strictly in accordance therewith.

3.2 Site Plans, Construction Plans and Specifications. In the event Architectural Guidelines are not formally adopted, in order to facilitate the review by the Architectural Control Committee, the following information, together with such other additional information as the Architectural Control Committee may request, shall be submitted:

(a) Site plans to scale showing the location of all structures, driveways and walks and indicating original and finished elevation.

(b) Construction plans, to scale, including floor plans, elevations and square footage and also including roof plans showing the roof pitch. All such plans must show a minimum 8/12 roof pitch unless otherwise approved in writing by the Architectural Control Committee.

(c) Specifications identifying materials and techniques to be employed in the construction of the work to be accomplished on site, including outside paint colors and outside window treatments, if any, all of which must be neutral and earth toned colors.

All such site plans, construction plans, and specifications must be prepared by a licensed architect and must contain the architect's seal and signature.

3.3 Members of the Architectural Control Committee. The Developer shall have the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right except in a written instrument in recordable form executed by Developer and recorded in the Deed Records of the Clerk's Office of the Superior Court of Monroe County, Georgia. Until said right is surrendered by the Developer, the Architectural Control Committee may be composed of only two (2) members. Upon the surrender of such right, each year the resident owners of all the Farms comprising the Subdivision shall by majority vote appoint for a one (1) year term three (3) resident owners to serve as the members of the Architectural Control Committee. The Developer hereby appoints **ANTHONY D. BRADY** and **WILLIAM H. BREINER**, who shall act as the Committee members in such capacity for the term of this Declaration, unless such appointment is sooner terminated in writing by the Developer, its successors or assigns, and either (i) a new person or entity is appointed by the Developer, or (ii) the Developer surrenders its rights hereunder to appoint the members of the Architectural Control

Committee, in which event three members shall be appointed each year by the resident owners as hereinabove provided. **The contact address for the Developer is P.O. Box 28830, Macon, Georgia 31221. The contact address for the Architectural Control Committee is P.O. Box 28830, Macon, Georgia 31221 and 343 Kings Road SE, Milledgeville, Georgia 31061.**

3.4 Approval of Plans and Specifications. In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, such approval shall be deemed to have been given, but as to any such approval the Farm owner, his successors and assigns shall be bound by and shall comply with all other provisions of this Declaration. As a condition of approval under this Section, the owner of a Farm shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Farm to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies, in the event of noncompliance with this section, the Architectural Control Committee may record in the appropriate deed records a notice of violation hereunder naming the violating owner.

3.5 Liability of Architectural Control Committee. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee, the members thereof, nor the Developer assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications; nor shall the Committee, the members thereof, or the Developer have any responsibility to verify that any such plans and/or specifications comply with any building codes, city or county ordinances, zoning laws or any other laws, rules or regulations. Neither Developer, the Architectural Control Committee, nor their officers, directors, members, employees and agents shall be liable for damages to anyone submitting plans and specifications for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner of a Farm agrees that he will not bring any action or suit against Developer, the Architectural Control Committee, or their officers, directors, members, employees and agents to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides

that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

3.6 Subsequently Submitted Plans and Specifications. The approval of the Architectural Control Committee of any proposals or plans and specifications and drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

3.7 Variances. The Architectural Control Committee may authorize variances from compliance with any of the provisions of any Architectural Guidelines adopted or any of the above provisions contained in this section when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, except for variances granted by the Architectural Control Committee under Sections 2.3 (Building Location), 2.8 (Other Structures), and 2.10 (Fencing) hereof, or (c) estop the Architectural Control Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. **NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, IN NO EVENT SHALL A VARIANCE BE GRANTED BY DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE UNDER SECTIONS 2.9 (EXTERIOR COLOR), 2.18 (TREE REMOVAL), 2.19 (LIGHTS) OR 5.3 (NATURAL STATE OF COMMON AREAS), WITHOUT THE EXPRESS, WRITTEN PERMISSION OF ANTHONY D. BRADY, HIS HEIRS OR ASSIGNS (P.O. BOX 28830, MACON, GA 31221) AS WELL AS THE ARCHITECTURAL CONTROL COMMITTEE. IN THE EVENT SAID PERMISSION IS SOUGHT FROM AND GRANTED BY MR. BRADY, HIS HEIRS OR ASSIGNS, AND THE ARCHITECTURAL CONTROL COMMITTEE, EVIDENCE OF SAID PERMISSION MUST BE RECORDED IN THE MONROE COUNTY, GEORGIA DEED RECORDS AND CROSS-REFERENCED TO THIS DECLARATION IN ORDER TO BECOME EFFECTIVE.**

## ARTICLE IV

### SECTION FOUR: THE PRESERVE AT JULIETTE MILL H.O.A., INC.

4.1 Membership. Every person or entity who is the owner of any Farm within the Subdivision shall be a member of the Association, subject to and bound by this Declaration, and each member shall make timely payment of all Association assessments duly levied hereunder. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as hereinabove defined, of the Farm shall be the sole qualification for membership. The Developer shall also be a member of the Association.

4.2 Suspension of Voting Rights. During any period in which a member shall be in default in the payment of any Annual or Special Assessment levied by the Association, their voting rights may be suspended by the Board of Directors until such assessment is paid.

4.3 Membership or Initiation Fee. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due the Annual Assessment and Special Assessments levied upon each member's real property as specified in this Declaration.

4.4 Voting and Voting Rights. The voting and voting rights of membership shall be appurtenant to the ownership of a Farm. When two (2) or more persons or entities shall own an interest in any Farm, all such persons or entities shall be members. The vote of such Farm shall be exercised by one of such persons or entities as proxy and nominee for all persons or entities holding an interest in said Farm, and in no event shall more than one vote be cast with respect to any Farm. In the event two or more Farms are officially combined and replatted into one larger Farm (see Section 2.2), the combined properties shall be considered a singular Farm for Voting purposes.

4.5 Delinquent Members. Any member who is delinquent in the payment of any charges or assessment duly levied by the Association against a Farm owned by such member shall not be entitled to vote until all such charges or assessments, together with reasonable attorney's fees, interest and costs have been paid.

4.6 Method of Voting. Voting on all matters except the election of Directors shall be by a voice vote or by a show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When directors or officers are elected by the members, the solicitation of proxies for such elections may be conducted by mail.

4.7 Annual and Special Assessments. In order to carry out the purposes herein stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against all Farms within the Subdivision. Each owner of a Farm within the Subdivision by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments as needed for the purposes herein stated. The Annual and Special Assessments, together with interest thereon, shall constitute a lien upon the Farm against which such assessment is levied and shall run with the land, and shall be enforced as hereinafter provided in Section 4.14. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of the Farm at the time when the assessment fell due.

4.8 Purpose of Assessments. The Assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine or for the benefit of its Members, which purposes shall include, but are not limited to: maintenance, landscaping and beautification of the Community Property which shall include maintenance, landscaping and beautification of the Subdivision entrance way, including the entrance sign (if any) and shrubbery and grass, and for any repair or maintenance to River Lane.

4.9 Amount of Annual Assessments and Adjustments. The Annual Assessments shall be $625.00 per Farm per year for 2011-2012. After 2012, the Annual Assessments for subsequent years may be adjusted by the Association's Board to an amount which will be sufficient in the judgment of the Board to provide the funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however, in no event shall the Annual Assessment as adjusted by the Board exceed 150% of the amount of the Annual Assessment for the immediately preceding calendar year without the assenting vote of a majority of the Farm owners. In the event multiple Farms are permanently combined thus reducing the total number of Farms in the Subdivision, the Association Board shall have the right to adjust the Annual Assessment owed accordingly and no amendment to this Declaration shall be necessary for said adjustment to become effective.

4.10 Setting Special Assessments. In addition to the Annual Assessment authorized above, the Association, through its Board of Directors, may levy in any assessment year, a Special Assessment or Assessments, provided any such Assessment shall be approved by no less than a majority of the Farm owners.

4.11 Assessment Date. Subject to the maximum set forth above, Annual Assessments made after 2012 shall be determined by the Board prior to January 1st of each year.

4.12 Board of Directors. The initial Board of Directors shall consist of two members, **ANTHONY D. BRADY** and **WILLIAM H. BREINER,** who shall serve as the Board of Directors until January 1, 2012, or until such later date as their successors have been elected by a majority vote of the members. Commencing on January 1, 2012, the members and Developer may elect from among all members by majority vote a new Board of Directors consisting of three (3) members. The Board of Directors is expressly empowered to supervise the maintenance, repair and upkeep of the Community Property and to commit and spend such funds as may be necessary, related or incidental thereto, provided that such expenditures have been approved in advance in writing by a majority of the members. Said approval shall not be unreasonably withheld.

After January 1, 2012, the Board of Directors shall serve for a period of twelve (12) months or until such date as their successors have been elected by a majority vote of the members. Any vacancy arising on the Board prior to the next annual election shall be filled by the remaining Board members. Said members shall serve without compensation and shall have no personal liability to any of the members save and except for acts of willful misappropriation of the Association's funds.

4.13 Notice and Quorum Requirements. Written notice of the date, time, place and purpose of any meeting of the Members of the Association called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than ten (10) days and not more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Notice requirements for meetings of the Board of Directors shall be as follows: All directors must be given either written or oral notice Thirty (30) Days prior to the time of such meeting, provided, however, any Director may waive notice.

4.14 Liens for Non-Payment of Assessments and Maintenance Costs and Expenses.

(a) Any Assessment which is not paid when due or any bills for maintenance of landscaping and ornamentals on any Farm not paid when due shall be the personal obligation of the Owner billed for the same and if not paid in full within ten (10) calendar

days after receipt of said bill shall constitute a lien in the nature provided for in Section 4.14(c), hereinafter sometimes referred to as the "Lien," in favor of the Homeowners Association. The recording of this Declaration constitutes record notice of the existence of any such Lien. Notwithstanding the fact that the recording of this Declaration constitutes record notice of the existence of such Lien, the Homeowners Association, after giving the defaulting Owner ten (10) days written notice (which shall be presumed to have been received on the third business day after the day of mailing said bill), shall be entitled to record in the Clerk's Office of Monroe Superior Court a Notice of Lien against the Farm of the non-paying Owner, which shall set forth the then-delinquent amount owed by said Owner. The effective date of said Lien shall be the tenth (10th) calendar day after receipt of said bill and the Notice of Lien shall state the effective date of the Lien. Failure of the Homeowners' Association to record a Notice of Lien shall have no effect on the existence of said Lien. The personal obligation of any non-paying Owner and the Lien and the Notice of Lien shall also include:

(i) a late or delinquency charge of ten percent (10%) of the amount of said bill;

(ii) interest on said bill at the rate of ten percent (10%) per annum;

(iii) the costs of collection, including court costs, and reasonable attorney's fees actually incurred.

(b) Said Lien and Notice of Lien shall not expire upon the expiration of any period of time but shall be a continuing Lien until paid. If the unpaid amounts secured by such Lien have not been paid in full within ten (10) days after the defaulting Owner has been provided with a copy of the recorded Notice of Lien, the Homeowners Association may enforce payment of the unpaid amounts or enforce the Lien against the Farm of the defaulting Owner by taking either or both of the following actions in addition to any other actions allowed by law:

(i) filing an action against the defaulting Owner seeking a personal judgment for monetary damages equal to the full amount owed, and/or

(ii) selling said Farm under power of sale (such power to be deemed to have been granted by virtue of this Declaration by the defaulting Owner to the Homeowners Association and coupled with an interest and irrevocable) by non-judicial foreclosure of said Lien in the manner provided for sales under power of sale under deeds to secure debt under Georgia law, regardless of whether or not a personal judgment has first been obtained. The holder of said Lien shall be authorized to purchase said Farm at said foreclosure sale.

(c) The Lien shall be deemed to be not merely a lien but shall be deemed legal title for security purposes and shall be superior to any and all other charges, liens, and encumbrances which hereafter in any manner may arise or be imposed upon any portion

of the defaulting Owner's Farm, regardless of the order of filing of the foregoing; provided, however, that the Lien shall be subject and subordinate to:

(i) liens for taxes and assessments and other public charges which by applicable law are expressly made superior thereto;

(ii) any deed to secure debt recorded in the Clerk's Office of Monroe Superior Court prior to the effective date of said Lien, provided, however, that any deed to secure debt recorded after the effective date of said Lien shall be junior and subordinate to said Lien.

(d) Upon the curing of any default prior to foreclosure for which the Notice of Lien was recorded, the party recording such Notice of Lien shall record an appropriate release of any Notice of Lien upon payment by the defaulting Owner of a reasonable fee to cover the costs of preparing and recording such release, together with the payment of such other costs including, without limitation, reasonable attorney's fees and court costs, interest, and other fees such party shall have incurred in connection therewith.

(e) Any Owner or any holder of a deed to secure debt on any Farm or any person having executed a contract for the purchase of any Farm or any lender proposing to make a loan on any Farm to be secured by a deed to secure debt shall be entitled upon request to a statement from the Homeowners' Association or its managing agent setting forth the amount of assessments and any other sums past due and unpaid together with late charges and interest applicable thereto against said Farm. Such request shall be in writing, shall be delivered to the office of the Homeowners' Association or its managing agent and shall state an address to which the statement is to be directed. Failure on the part of the Homeowners' Association or its managing agent within five (5) business days from the receipt of such request to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five (5) business day period with respect to the Farm to such address as may be specified in the written request therefor shall cause the Lien to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request; provided, however, such failure shall have no effect on the right of the Homeowners' Association to file an action against the defaulting Owner and obtain a personal judgment for the full amount owed. The information specified in such statement shall be binding upon the Homeowners' Association and upon every Farm Owner.

## ARTICLE V

### SECTION FIVE: COMMUNITY PROPERTY

5.1 Title to Road & Access Easement to Owners. The Developer shall retain legal title to the portion of the Community Property identified as the "Road" until such time as in the opinion of the Developer, The Preserve at Juliette Mill H.O.A., Inc. is able to maintain the same, at which time the title to the Road shall be conveyed to said

Association. There is hereby granted and conveyed to every Owner for the benefit of each and every Farm, a non-exclusive appurtenant easement of ingress and egress over and across River Lane (60' R/W) which runs from Road Oak-Juliette Road to the creek that is the division line between Farms 7 and 8 as shown on the Plat.

5.2 Title to the Remainder of the Community Property & Easement of Enjoyment to Owners. The Developer shall retain legal title to the remaining portion of the Community Property and the Common Areas until such time as the Developer has completed such improvements as the Developer, in its sole discretion, shall determine, and until such time, in the opinion of the Developer, the Association is able to maintain the same, at which time title to the remainder of the Community Property and the Common Areas may be conveyed by the Developer to the Association, subject, however, to such rights as are reserved to the Developer in said conveyance. The Association shall have the right to place the Community Property and/or Common Areas into a conservation use agreement with the county in order to reduce the taxes on said Common Area, except that notwithstanding the foregoing, nothing shall be changed about Common Area 1 that would prevent an alternative access road from being constructed therein if needed in accordance with Section 5.4 below. Subject to the provisions of this Declaration and the rules and regulations of the Homeowner's Association, all Owners and their families and guests, tenants and invitees of said Owner(s) shall have a right and easement of ingress and egress and enjoyment in and to the Community Property which shall be appurtenant to and shall pass with the title to every Farm.

5.3 Natural State of Common Areas. The Common Areas shall be maintained in a natural state as green space, except as provided in Section 5.4 below relating to Common Area 1.

5.4 Future Alternate 60' Access Road. The entrance to the Subdivision lies within the railroad right-of-way. In the event there should be any loss of practical access to the Subdivision using the existing entrance, the Association shall have the right to construct an alternate access road through Common Area 1 and shall fund the construction cost of said alternate access road by Special Assessment to the Farm Owners.

5.5 Boat Landing. Common Area 1 as shown on the Plat contains a Community Boar Ramp which may be used by all Farm Owners and their guests, so long as any guest is accompanied by a Farm Owner, for the purpose of launching and landing Farm Owners' boats or other personal watercrafts.

## ARTICLE VI

### SECTION SIX: MISCELLANEOUS

6.1 Drainage and Other Easements. The Developer reserves for itself and its successors and assigns the drainage easements and any other easements shown or noted on the Plat for the purpose of construction, inspection, repairs, maintenance, improvements, and/or replacment of drainage facilities now existing or to be constructed from time to time within said easements.

6.2 Access. The Developer reserves for itself and its successors and successors in title an easement for access, ingress, and egress to and from and over any portion of the Subdivision to install, service, replace, maintain, repair, and improve any of the easements shown on or established by the Plat. Mutual reciprocal easements for access are hereby reserved for the benefit of each Farm across any other Farm as may be necessary for the installation, control, maintenance, and repair of any utility, structures, or facilities affecting or crossing any Farm.

6.3 Amendment. This Declaration may be amended at any time and from time to time, only by an agreement signed by ALL of the Owners of the Farms shown on the Plat; provided, however, such amendment by the owners shall not be effective unless also signed by Developer, its successor and/or assigns, unless Developer has specifically relinquished its right to approve Amendments by written instrument recorded in the deed records of the Monroe County Superior Court Clerk's Office. **FURTHER, DURING THE TWENTY (20) YEARS AFTER THE DATE OF THIS DECLARATION, NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, IN NO EVENT SHALL AN AMENDMENT OF SECTIONS 2.9 (EXTERIOR COLOR), 2.18 (TREE REMOVAL), 2.19 (LIGHTS) OR 5.3 (NATURAL STATE OF COMMON AREAS), BE EFFECTIVE WITHOUT THE EXPRESS, WRITTEN PERMISSION OF ANTHONY D. BRADY (P.O. BOX 28830, MACON, GA 31221), HIS HEIRS OR ASSIGNS. A COPY OF THE LETTER GRANTING SAID WRITTEN PERMISSION FROM MR. BRADY, HIS HEIRS OR ASSIGNS, MUST BE RECORDED IN THE MONROE COUNTY, GEORGIA DEED RECORDS (AND CROSS-REFERENCED TO THIS DECLARATION) IN ORDER TO BECOME EFFECTIVE. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or afforded to the holder of any mortgage encumbering any Farm unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this paragraph.**

6.4 Term. These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of twenty (20) years each.

6.5 Enforcement. Enforcement by or against the Architectural Control Committee, Association and all Farm Owners shall be by proceedings in equity to restrain or enjoin any person or persons violating or attempting to violate any covenant. Enforcement shall not be in the form of an action at law for damages.

6.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application of the same to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

6.7 Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

6.8 Captions. The captions of each section hereof as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular sections to which they refer.

6.9 Interpretation. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer will best effect the general plan of development and maintenance for the Subdivision. The covenants and restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

*(SIGNATURE ON NEXT PAGE)*

IN WITNESS WHEREOF, the Developer has hereunto set its hand and affixed its seal and delivered these presents as of the day and year hereinabove first written.

**DEVELOPER:**

**AMERICAN NATURAL RESOURCES, LLC**

BY: _____
ANTHONY D. BRADY, Sole Member

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: