

MEETING

FROM 2017
FEB.

Some of the Major Covenants
As Contained In The Declaration
Of London Hill Bluff

London Hill Bluff is a controlled development for single family residences with a community recreational area fronting Crooked River including a boat launching ramp with two floating docks. Thomas V. Schifanella, the developer, has imposed certain restrictions, conditions, reservations, etc. in a recorded document, Declaration of London Hill Bluff. The following is a listing of some of the more important conditions which will affect your construction but we encourage each property purchaser of a lot or home to obtain a copy of the Declaration for your perusal before making the decision to purchase.

1. All roads including the gate, recreational areas and certain equipment are owned and maintained by the London Hill Bluff Homeowners Association.
2. All building plans must be submitted for approval prior to start of construction. Minimum square footage is 1500 s.f. heated and air conditioned.
3. Sitting of the home on the lot must be approved with emphasis on protecting the significant hardwoods with set backs from the marshes or river of a minimum 75 feet. Side line set backs are a minimum of 15 feet and any change requires a zoning variance approved by Camden County. Building plans shall include foundation plan, section details, floor plans, elevations and orientations of building on the lot with all set backs indicated
4. No living tree having a diameter of greater than eight inches may be cut without the consent of the developer except such trees, other than live oak trees, growing within 10 feet of the house.
5. The occupancy of a garage or garage apartment is not permitted prior to construction of the main residence. No construction time may exceed one year on a single family residence.
6. No wheeled vehicle of any kind (other than unmotorized bicycles) may be kept or parked on any lot except passenger cars, SUVs, trucks not exceeding 1-1/2 tons, boat trailers (with or without boats) or utility trailers not exceeding 1/2 ton and battery operated golf carts. Travel trailers are not permitted.
7. No radio or television outside any structure can be installed or maintained without the location, size and design thereof being approved by the Developer.
8. No livestock, live ^{cow} ~~bull~~ or other animals, except domesticated dogs and cats may be kept on any restricted lots. No dogs or cats can be breed or maintained for commercial purposes.
9. All fencing (including height and construction) must be approved by the Developer.

DECLARATION OF
LONDON HILL BLUFF

Restrictions, Conditions, Limitations, Réservations,
Easements, Rights, Privileges, Etc.

Applicable to LONDON HILL BLUFF, in Camden County, Georgia, a controlled development consisting of areas set aside for single family residences, interspersed with community recreational areas and a tract of totally undeveloped marsh land, the map and plan of which have been made by James L. Conine, Georgia Registered Surveyor No. 1545, dated December 10, 1976, revised January 11, 1977, entitled "LONDON HILL BLUFF", which map and plan is made a part hereof by reference.

WITNESSETH: Thomas V. Schifanella, the owner of the tract of land upon which said London Hill Bluff is to be developed and the developer thereof, who will hereinafter be referred to as "Developer", hereby declares that he has imposed and established the following Restrictions, Conditions, Limitations, Easements, Rights and Privileges in respect to London Hill Bluff and to the use thereof, and has made the following Réservations, in the lots, areas, streets, roads and lanes as shown on said plat of London Hill Bluff, located in Camden County, Georgia, to-wit:

I. GENERAL APPLICABILITY OF DECLARATION:

The Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Réservations herein set out shall apply to the lots, recreational areas, roads and streets shown on that plat of survey by James L. Conine, Georgia Registered Surveyor No. 1545, dated December 10, 1976, revised January 11, 1977,

referred to above, as well as to the marshes lying to the south of Lots Number Eleven (11) through Seventeen (17). The Restrictions, etc. herein set out shall apply to other lands owned by Developer lying adjacent to and abutting said lots, recreational areas, roads and streets (said other lands being designated as "Undeveloped" on said plat) only to the extent that Developer hereby covenants that any development of said undeveloped lands shall be generally in keeping with the tenor, intent and purpose of this Declaration. However, for the purposes hereof, under no circumstances shall this Declaration have any effect whatever on lands of Developer which lie north of a line eight hundred fifty (850') feet north of the intersection of the westerly property line of property owned by the Developer (shown on said Conine plat as bearing north 12 degrees 01 minutes 03 seconds east) with the high water mark of the Crooked River, and perpendicular to said westerly property line. For the purpose of information only, the property of the Developer is a tract of land formed by two smaller tracts, which two smaller tracts are described in the following instruments: deed from R. W. Sheffield, Sr., to Developer dated July 6, 1972, recorded in the public records of Camden County, Georgia, at Deed Book 106, page 108, and deed from David O. Turknett and Martha Catherine S. Turknett to Developer, dated August 24, 1972, and recorded in said public records in Deed Book 107, page 155. Such Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations shall apply just as if they were fully set out in each conveyance from Developer to any

person, firm or corporation covering any of said lots or any other areas in London Hill Bluff, and Developer agrees and binds himself to make all conveyances of land in said London Hill Bluff and all contracts of sale or contracts for conveyance conveying land in said London Hill Bluff, subject to said Restrictions, Conditions, Limitations, Easements, Rights, Privileges and Reservations.

II. RESERVATIONS:

1. Developer reserves the right to extend the London Hill Bluff development to any and all adjacent lands which are owned or which may hereafter be acquired by him, and to alter any unsold building plot or lot shown on said plat or any portion of the plat covering unsold property, including the addition or elimination of streets, lanes, roads and easements. This right shall be personal in Thomas V. Schifanella, the Developer, and shall be transferrable to any purchaser to whom he may sell the entire development, but this right shall not be transferred to the corporation under the terms of Item XII hereof.

2. Developer reserves the sole right to amend or add to the Conditions, Restrictions, and Limitations to be incorporated in deeds or contracts for deeds for any and all lots or other property in London Hill Bluff, provided always that the amendments to such Restrictions, Conditions, and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions, and Limitations herein contained. After sixteen (16) building plots have been sold by Developer, amendments may only be made as set out in Item XVIII hereof.

3. The rights and privileges reserved and set out herein shall inure to the benefit of the successors, heirs and assigns of Developer.

III. USE OF LAND:

1. RESIDENTIAL PURPOSES ONLY.

The property shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any part of the property other than single family residences. No building at any time situate on any part of the property shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic or manufacturing purpose, or as a professional office (except as set out elsewhere in this paragraph) or for any business purpose, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants and restrictions. Single family residential buildings located on the property may be rented for personal accommodations, but only with the prior written consent of the Developer and in accordance with the terms and conditions of such written consent as the same may be from time to time amended by the Developer. No garage apartment, rooming house, boarding house, hotel or motel shall be erected or permitted to remain on any part of the property and no building on any part of the property at any time shall be converted into a garage apartment or into a rooming house, boarding house, hotel or motel. However, the Developer, his successors and assigns, shall have the right to grant, in writing, to certain professional persons the right to occupy certain

designated areas in their residence as an office, provided such an office does not occupy more than fifteen (15%) percent of the total floor area of the residence.

2. The term "building plot" or "lot" used herein shall refer to each of the parcels or parts of the property which are designated and approved by the Developer and conveyed by separate deed from the Developer to the building plot owner and constituting an integral unit of land suitable for use as a single family residential site.

IV. EASEMENTS:

1. INGRESS AND EGRESS.

The Developer hereby grants to the present and future owners of any part of the property, and to the lawful occupants of any building thereon, and to their guests, invitees and domestic help, and to delivery, pick-up and fire protection services, police and other authorities of the law, mail carriers, representatives of utilities authorized to serve the property, holders of mortgage liens on portions of the property and such other persons as the Developer from time to time may designate, non-exclusive and perpetual right of ingress and egress over the streets and roads shown on the plat by James L. Conine to which reference has hereinabove been made, to streets and roads which may be shown on plats which extend London Hill Bluff to presently undeveloped areas, and over and across the property which is described in the following easements which are of record in the public records of Camden County, Georgia:

The road shown and described on that certain plat by James L. Conine, Georgia Registered Surveyor No. 1545, dated June 1, 1976, and recorded in the public records of Camden County, Georgia, at Plat Book 6, page 62; the easement for ingress and egress contained in the deed from R. W. Sheffield, Sr. to the Developer dated July 6, 1972, and recorded in said public records in Deed Book 106, page 108; and the roads shown on those two plats by James L. Conine dated February 8, 1977, and recorded in said public records at Plat Book 6, pages 88 and 89.

Regardless of the proceeding provisions of this Paragraph 1, the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any such guest or invitee, who, in the opinion of the Developer, may create or participate in a disturbance or a nuisance on any part of London Hill Bluff, or who in the opinion of the Developer should be denied ingress for whatever reason, and shall have the unrestricted and absolute right to restrict or in any manner limit the ingress of any such guest or invitee upon such terms and conditions as the Developer deems appropriate.

2. RESERVATIONS:

Developer shall have the right, but not the obligation, at any time and from time to time to control and regulate all types of traffic on the streets, roads and ways in London Hill Bluff shown and described in Item IV.1 hereof and in, on or upon any recreational area described on the aforementioned plat by James L. Conine, or on the streets, roads, ways or recreational areas shown on any plat extending said development, including the right to prohibit the use of any portion

of London Hill Bluff by traffic or vehicles which in the sole opinion of the Developer would or might result in damage to any portion of London Hill Bluff or pavements or improvements thereon, or would or might create safety hazards or result in a disturbance or nuisance on any part of London Hill Bluff and the right, but not the obligation, to control and permit or prohibit parking on all or any part of that portion of London Hill Bluff previously described in Item IV.1 hereof.

3. In the event and to the extent that portions of London Hill Bluff or easements over and across portions of London Hill Bluff for ingress and egress shall be dedicated to or otherwise acquired by the public, the provisions of paragraphs IV.1 and IV.2 hereof which relate to the property dedicated or acquired by the public thereafter shall be of no further force or effect.

V. RECREATIONAL AREAS:

In connection with the development of London Hill Bluff, there may be constructed from time to time on that portion of London Hill Bluff owned by the Developer and shown as Lot Number Eleven (11), "recreational area", on the James L. Conine plat to which reference has been made in the introduction hereof, and on other recreational areas which may be developed in extensions of London Hill Bluff common areas, such as patios, pavilions, play areas, gardens, walkways, outdoor cooking and eating facilities, swimming pools, tennis courts, dock facilities and similar recreational installations intended for the common use and enjoyment of some or all of the owners or lawful occupants of residences located on the property. The Developer shall designate or approve in writing each of such common areas and the persons entitled

to use the same and may establish or approve in writing reasonable rules and regulations for the use thereof. Strict compliance with such rules and regulations shall be required as a condition to the use thereof. The Developer may at any time without cause or liability terminate the use of all or any part of any such common areas by some or all of those persons previously designated or approved by the Developer. Unless and until the Developer shall so terminate the use of all or any part of any such common areas, those persons entitled to use of each such common area shall have the non-exclusive right to the use of such common area or areas. Upon the termination by the Developer of the use of any such common area, all use thereof by the persons previously designated or approved shall automatically cease and terminate.

VI. RESIDENTIAL AREAS:

1. SINGLE FAMILY RESIDENCES:

No residential building may be hereafter erected on any building plot unless the proposed building will contain the minimum required square footage of floor area. Such minimum required square footage may be specified in the Deed from the Developer conveying each building plot. Unless otherwise specified in such deed, each building shall contain not less than 1,500 square feet of floor area and the area to be considered in determining the minimum required square footage of floor area shall exclude screened or unscreened porches, garages and carports. Any minimum required square footage specified in a deed from the Developer may not thereafter be reduced without the prior written consent of the Developer.

2. HIDDEN SERVICE COURTS:

A service court or drying yard area, hidden from view from the riverfront, marshes, and from any adjoining

lot owners, must be included in the architectural or landscape plans and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage.

3. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS:

No building, fence, wall or other structure or improvements shall be commenced, erected or maintained on London Hill Bluff, nor shall any addition to or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials to be used, floor plans, exterior color scheme, location and approximate square footage of said structure or improvements, together with a plan for the grading of the lot upon which said structure or improvements are to be built, shall have been submitted to and approved in writing by the Developer, Thomas V. Schifanella, or his successors and assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such building plans, specifications, and grading plans, which are not suitable or desirable in his opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, he shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built to the said lot upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, attached garages and other structures shall be

constructed in general conformity with the general architecture of the dwelling house and of materials which shall conform to the materials used in such dwelling house.

Such building plans and specifications shall consist of not less than the following:

Foundation plan, section details, floor plan of all floors, elevation drawings of all exterior walls, roof plan, and plot plan showing location and orientation of building on the lot with all setbacks indicated. Such plans and specifications also shall show the location of all trees having a diameter of eight inches or more, measured at a point on the trunk of the tree four and one-half (4-1/2) feet above the ground, and shall indicate driveway, service court parking and all additional such facilities.

Specifically included herein is the right of the Developer to refuse to approve any building or landscaping plan which will, in his opinion, deleteriously affect or alter any natural drain or watershed existing upon the property.

4. CUTTING OF LARGE TREES:

No living tree having a diameter greater than eight inches, measured at a point on the trunk of the tree four and one-half (4-1/2) feet above the ground, may be cut on any of the building plots in said London Hill Bluff without the written consent of the Developer, except such trees, other than live oak trees having a diameter greater than three feet measured at a point on the trunk of the tree four and one-half (4-1/2) feet above the ground, as shall be growing within ten (10) feet of the residence to be erected thereon.

5. ARTESIAN WELLS:

An artesian well may be drilled on any lot on said London Hill Bluff provided the prior written consent of the Developer is obtained. Such permission shall not be arbitrarily withheld, provided the Developer has not provided said London Hill Bluff with a water system. Even in the event that such a water system is provided, permission may be granted for drilling wells for air conditioning, heat pump installation, or lawn and garden use.

6. SPECIFIC PROHIBITIONS:

(a) The erection and occupancy of a garage or garage apartment on any lot prior to construction of the main residence is prohibited.

(b) No fences or walls may be constructed without prior written approval of the Developer, his successors or assigns.

(c) No motorized "trail bikes", whether two or three-wheeled, shall use the streets, roads or easements in London Hill Bluff.

7. WHEELED VEHICLES ALLOWED ON LOT:

No wheeled vehicles of any kind (other than unmotorized bicycles) may be kept or parked on any building plot, except that private passenger automobiles or trucks not exceeding 1-1/2 tons capacity of the occupants and their guests and boat trailers (with or without boats) or utility trailers not exceeding 1/2 ton capacity may be parked in the driveway or parking area on the building plot, and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery service and solely for the purpose of such service. If the Developer hereafter shall provide or designate a separate area (either within London Hill Bluff or nearby on lands contiguous to London Hill Bluff) for the storage of

boat trailers and boats, then thereafter and so long as such separate storage area shall be provided or designated, all boat trailers and boats shall be stored therein and may not be kept or parked on any building plot. If such separate storage area for boat trailers and boats shall be provided or designated, the use thereof for the storage of boat trailers and boats may be terminated at any time by the Developer without cause or liability.

8. WINDOW AIR CONDITIONING UNITS:

Unless the prior written approval of the Developer has been obtained, no window air-conditioning units shall be installed or allowed to remain in any building located in London Hill Bluff.

9. SEWAGE DISPOSAL:

No toilets shall be maintained outside of the building erected upon any lot, and all sewage shall be disposed of in septic tanks and grease traps, of approved design and adequate size, to be constructed and maintained by the owner of the building plots and to be approved by the Camden County Health Department, in accordance with the Rules and Regulations for Individual Sewage Disposal Systems as promulgated by the State of Georgia, unless and until other public or community facilities for handling of sewage shall have been developed and made available. All applicable regulations of the Camden County Health Department and the State of Georgia must be complied with by the owner. Nothing in this paragraph shall be construed as a commitment by the Developer to build or install any Sewage Disposal System, as the Developer makes no such commitment.

VII. UTILITY EASEMENTS:

The Developer reserves a perpetual easement in, on, over, and under all streets and lanes shown on said plats, and in, on, over and under a strip of land five feet in width along the side and back property lines of each lot, with the full right of entry for the purpose of establishing, constructing and maintaining any utility, with the right to lay, install and maintain underground conduits for wires for telephones, electric power and other purposes and to lay and install and maintain facilities for sewage, water, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of the Developer to provide and maintain any such activity or service and the same may be exercised by any licensee of Developer, or by any public utility. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and any building located on each building plot shall be concealed and located underground so as not to be visible. The owner from time to time of each building plot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground electric system or other utility system servicing the building or buildings on his building plot.

VIII. SET-BACKS OF RESIDENCE BUILDINGS FROM PROPERTY LINES: BUILDING LOCATION:

Since the establishment of standard inflexible building setback lines for location of houses on building plots tends to force construction of houses both directly behind and directly to the side

of other homes with detrimental effects on privacy, view of the marshes and waterways, preservation of important trees, etc., no specific setback lines are established by these restrictions. In order to assure, however, that the location of houses will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available to each house, and that the structures will be located with regard to the ecological constraints and topography of each individual building plot, taking into consideration the elevations of each building plot, the location of large trees and similar considerations, the Developer reserves unto himself, his successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon each and every building plot on London Hill Bluff. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the building plot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Developer shall approve automatically such location for a residence.

IX. TIME OF CONSTRUCTION:

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main building and all related structures to be located upon a building plot as shown on the plans and specifications approved by the Developer pursuant to paragraph VI.3 hereof must be completed in accordance with said plans and specifications within twelve (12) months after

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the start of the first construction upon said building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or acts of God, or unless the time for completion is extended by the Developer in writing.

X. FORBIDDEN USES:

1. No picnic areas, tents, trailers, sheds or any building of any kind shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residential building thereon.

2. No trailer, shed, garage or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence, either temporarily or permanently.

3. Except as otherwise expressly permitted herein or by the prior written consent of the Developer, no sign of any character shall be displayed or placed on any building plot. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

4. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind, shall be installed or maintained on the exterior of any structure located on a building plot or on any portion of any building plot not occupied by a building or other structure unless and until the location, size and design thereof shall have first been approved in writing by the Developer. Notwithstanding the remainder of this paragraph, an antenna not greater than ten feet in height, measured from the highest extremity of a residence and mounted on said residence, can be erected without the permission of the Developer.

5. No livestock or live fowl or other animals, except domesticated dogs and cats, shall be kept upon any numbered residential lot in said London Hill Bluff or any other area of said London Hill Bluff without the written consent of the Developer. No dogs or cats may be kept on said lots in order to be bred or maintained for any commercial purpose. However, if at a later date community development plans for London Hill Bluff are developed to include provisions for a stable area, provisions of this paragraph will not be construed to preclude horseback riding to and from such stable area and residential lots. All dogs when not leashed will be kept on the building plot of their owner. No hunting whatsoever will be allowed on any portion of London Hill Bluff, developed or undeveloped.

6. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots only by the owner of the building plot or by services or agencies approved in writing by the Developer. After the erection of any building on any building plot, the owner or owners shall keep and maintain on said building plot covered garbage containers in which all garbage shall be kept until removed from the building plot.

7. Except as otherwise permitted herein or by the prior written consent of the Developer no sign of any character shall be displayed or placed upon any building plot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two square feet

in size, shall not extend more than four feet above the ground and shall be limited to one sign per building plot. The Developer may enter upon any building plot and summarily remove and destroy any sign which does not meet the provisions of this paragraph. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and other structures as the Developer may deem advisable for development or sale purposes.

8. No illegal, noxious or offensive activity shall be permitted on any part of London Hill Bluff, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of London Hill Bluff. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of London Hill Bluff without Developer's permission.

9. No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of materials for such box or receptacle shall have first been approved in writing by the Developer.

XI. RESPONSIBILITY TO CLEAN LOTS:

The owner of each building plot, whether such plot be improved or unimproved, shall keep such building plot free of tall grass, undergrowth, dead trees,

dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph, the Developer shall have the right, but not the obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in his judgment to maintain all of London Hill Bluff in a neat and attractive condition, at the expense of the owner of such building lot, which expense shall be payable by such owner to the Developer on demand.

XII. MAINTENANCE AND MANAGEMENT CORPORATION:

It is contemplated by the Developer that a non-profit corporation may be formed by the Developer to assume from the Developer certain of the following functions: owning, maintaining and managing the roads, streets and recreational areas in London Hill Bluff; owning, maintaining, managing and operating any utility the purpose of which would be to solely serve London Hill Bluff, such as a water system; owning and managing the marshlands; and assuming all of the rights, powers, privileges, and prerogatives, inuring to the Developer under the terms hereof. In the event that such a corporation is formed, each building plot owner at the time of formation of the corporation shall become the owner of a fractional share of the assets of said corporation, the numerator of which fractional share shall be the number of building plots owned by the individual.

and the denominator of which shall be the total number of building plots in said London Hill Bluff. The Developer shall immediately after the formation of such a corporation convey all real and personal property which the corporation shall be charged with owning, operating, maintaining and managing to said corporation. The formation of such corporation as well as the delineation of what powers and the ownership of what assets it shall be vested with shall be at the sole discretion of the Developer.

XIII. MAINTENANCE ASSESSMENT:

Each building plot located on the property hereby is subject to an annual maintenance assessment as hereinafter provided.

(a) Each such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1978, and on the same day of each year thereafter, each building plot located in London Hill Bluff which is no longer owned by the Developer, his heirs or assigns, shall be assessed and the owner thereof shall pay to the Developer, his heirs, assigns, or the non-profit corporation which the Developer may form for the purposes hereof (see Item XII, supra), at such place as shall be designated by the Developer, his heirs or assigns, in advance, the annual maintenance assessment with respect to each such building plot as fixed by said Developer, and such payments shall be used by the Developer to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessments shall become delinquent if not paid

by February 1 of the calendar year for which assessed and shall bear interest at the rate of ten percent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by the Developer as the needs of London Hill Bluff in the judgment of the Developer may require.

(b) Such annual maintenance assessment shall be assessed equally and shall be uniform in dollar amount among all building plots located on London Hill Bluff.

(c) The Developer annually shall fix and assess against the building plots on London Hill Bluff, and the owner thereof shall pay, as a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of the Developer, to enable the Developer:

(i) To make payment of all ad valorem taxes assessed upon the following properties, whether real or personal: all recreational areas; all roads, streets, or other means of ingress and egress to London Hill Bluff; any private utility, such as a water system, which the Developer shall install for the benefit of London Hill Bluff; and any other property which may be conveyed to a non-profit corporation under the terms of Item XII hereof.

(ii) To pay all annual current expenses required for the reasonable repair, maintenance and operation of any properties, real or personal, to which reference has been made in Item XIII (c)(i) hereof.

(iii) To provide a deposit to a reserve fund, which, with future annual deposits thereto, will be sufficient in the judgment of the Developer to cover

the costs of anticipated future construction and reconstruction of any roads or other improvements situated on the property described in XIII(c)(1) hereof.

(d) The Developer by assessing and collecting annual maintenance assessments shall thereby obligate himself to make the payments and deposits referred to in paragraph XIII(c) hereof. In fixing the minimum rate or amount of assessment referred to in paragraph XIII(c) hereof, the Developer may take into account any maintenance or construction work on the properties owned by the Developer assumed or to be performed by any public body or public authority.

(e) The maintenance funds provided by the annual maintenance assessment, to the extent not required for the purposes set forth in paragraph XIII(c) hereof, may be used for the following, but only the following, purposes:

(i) Payment of operating expenses of the Developer incurred in connection with Item XIII(c) hereof.

(ii) Lighting, improvement and beautification of the recreational areas (to include improvements thereon such as docks), roads and streets owned by the Developer, his heirs or assigns.

(iii) Maintenance, improvement and operation of drainage facilities;

(iv) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Developer;

(v) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Developer;

(vi) Providing fire protection, but only when and to the extent specifically authorized by the Developer;

(vii) Doing any other thing necessary or desirable, in the judgment of the Developer, to keep London Hill Bluff neat and attractive or to preserve or enhance the value of London Hill Bluff and the improvements located thereon, or to eliminate fire, health or safety hazards, or which, in the judgment of the Developer, may be of general benefit to the owners or occupants of London Hill Bluff and the improvements located thereon;

(viii) Repayment of funds and interest thereon borrowed by the Developer and used for any of the purposes referred to in paragraphs XIII(c) and XIII(e) hereof; and

(ix) Doing any other thing agreed to by the Developer and by the then owners of sixty-seven percent or more of the building plots on London Hill Bluff.

(f) It shall not be necessary for the Developer to allocate or apportion the maintenance funds or expenditures therefrom between the various purposes specified in this paragraph, and the judgment of the Developer in the expenditure of the maintenance funds shall be final. The Developer in his discretion may hold the maintenance funds invested or uninvested, and may reserve such portions of the maintenance funds as the Developer determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed.

(g) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the building plot against or with respect to which the same shall be assessed, payable to said Developer on demand, and shall be secured by a lien upon such building plot and all improvements thereon. Said lien shall attach annually

as hereinafter provided and shall be enforceable by said Developer in a court of competent jurisdiction. In the event said Developer shall institute proceedings to collect or enforce such assessment or the lien therefor said Developer shall be entitled to recover from the owner or owners of such building plot all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien.

(h) Each such annual lien, as between said Developer on the one hand, and the owner and owners of such building plot and any grantee of such owner and owners on the other hand, shall attach to the building plot against which such annual maintenance assessment shall be assessed and fixed as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attached date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said building plot if, but only if, such mortgage was recorded in the public records of Camden County, Georgia, prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such building plot. Upon request said Developer shall furnish any owner or mortgagee a

certificate showing the unpaid maintenance assessments, if any, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

XIV. ABATEMENT OF VIOLATION:

Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but not the obligation, to enter upon the building plot where such violation exists and summarily abate and remove the same, all at the expense of the building plot owner, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

XV. CONSENT OF DEVELOPER:

Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. In the event the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

XVI. ASSIGNMENT OF DEVELOPER'S RIGHTS:

The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, the corporation described in Item XII hereof any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions.

If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the then owners of 50 per cent or more of the building plots located in London Hill Bluff. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. None of the provisions of this Item XVI shall allow said committee to use, however, Items XIII, XIV, and XV hereof.

XVII. NO ADDITIONAL RESTRICTIONS BY LOT OWNERS:

No owner of any portion of London Hill Bluff, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of London Hill Bluff.

XVIII. ADDITIONAL AMENDMENT RIGHTS:

After sixteen (16) building plots have been sold by Developer, amendments or additions to these Conditions, Restrictions and Limitations may only be made with the written consent of the owners of eleven (11) of the said building plots.

XIX. COVENANTS RUNNING WITH THE LAND:

The covenants and restrictions numbered I through XVIII hereof, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to London Hill Bluff and every part thereof and shall remain in full force and effect until the first day of January, A.D., 1997, and thereafter said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of January, A.D. 1997, or within six months preceding the end of any such successive 20-year period, as the case may be, a written agreement executed by the then owners of 50 percent or more of the building plots included in London Hill Bluff shall be placed on record in the office of the Clerk of Superior Court of Camden County, Georgia, in which written agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of London Hill Bluff then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for in this paragraph XIX, these original covenants and restrictions, as therein modified, shall continue in full force for successive periods of 20 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

XX. ENJOINING VIOLATIONS HEREOF:

If any person, firm, corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any building plot on said lands (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or thereafter provided by law. The failure of the Developer, his successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same hereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

XXI. INVALIDATION:

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.


XXII. SUBDIVIDING LOTS:

No lot or building plot governed by the terms hereof may be subdivided without the express written consent of the Developer.


XXIII. TERMS:

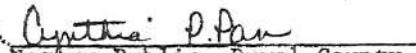
Wherever the name Thomas V. Schifanella, his heirs, successors, or assigns is used herein, the use of this name shall be taken to mean the Developer, his successors and assigns, and in this Declaration the name Thomas V. Schifanella and the words, "the Developer", shall be taken to be interchangeable. Further, wherever the term "lot" is used herein, it shall be taken to mean the same as the term "building plot" and vice versa.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set his hand and affixed his seal on this the 1st day of March, 1977.


Thomas V. Schifanella,
Developer


Signed, sealed and
delivered in the
presence of:




Notary Public, Duval County,
Florida,
Georgia
Camden



RECORDED MAR 1 1977


DEPUTY CLERK SUPERIOR COURT, CAMDEN COUNTY, GEORGIA