

STATE OF GEORGIA
COUNTY OF COLUMBIA

DECLARATION OF PROTECTIVE COVENANTS

NOW COME Great Southern Land Investments, Inc. and U.S. Properties Real Estate Sales and Management Corporation, hereinafter jointly known as "Developers", owners of the property described in Exhibit "A" hereof and hereby impose upon themselves and their successors and assigns the following covenants to run with the title to said land and bind their successors in title thereto as provided herein:

It is the intention of Developers to subdivide the real property described in Exhibit "A" and develop a single-family residential subdivision of approximately fourteen tracts of land of various acreage to be known as "OLD FARM". Upon completion of a private access drive into the property and approval of Columbia County, Georgia of a final record plat, said plat will be recorded in the Superior Court Clerk's Office of said County. An "Owner", as the term is used hereinafter, shall mean any person, persons or corporation that takes title to any subdivided portion of the property described in Exhibit "A" attached.

1. Said property is restricted to single-family residential homes of quality and conventional construction meeting local standard building codes and shall be used for residential purposes only. No mobile homes or modular homes are to be allowed. Once an owner begins construction on said single-family home, it must be completed in a timely and continuous manner.

2. the "Old Farm Control Committee" is to be composed of two (2) owners pursuant to these Protective Covenants and they are to serve on a year-to-year basis. Names of the persons

constituting the initial membership of the "Old Farm Control Committee" as elected by the developers, are as follows:

~~Thomas J. Bamford~~ Fred Lovell

~~Charles C. Chase~~ Tammy White

~~130 Bernard Place~~

~~Atlanta, GA 30308~~

After the sale by Developers of all subdivided tracts, the owners shall have the right to select the committee annually by having a neighborhood meeting or communicate by mail and vote with a majority representation sufficient for selection. All owners are to be given a minimum of ten (10) days written notice at their given residence address of any such meeting or selection.

3. No building, fence, wall or other structure shall be commenced, erected or maintained upon any tract, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to external design and location in relation to surrounding structures and topography by the Old Farm Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Old Farm Committee shall have the right to refuse to approve any such building plans, specifications, site plans and grading plans which are not suitable or desirable in its sole opinion and discretion for any reason, including purely aesthetic ones.

Building plans and specifications submitted to the Committee shall consist of not less than the following: foundation plan, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing location and orientation of building of the lot.

4. All subdivision tracts shall be serviced by a private drive and all owners shall equally share (on the basis of one share for each subdivided tract) in the expense of maintaining said private drive after its construction by Developers. The Old Farm Committee shall determine when such maintenance is required, accept bids for said maintenance and bill each tract owner for his pro-rata share of the costs. Tract owners shall have thirty (30) days which to pay said assessment. Should an owner fail or refuse to pay such assessment when due, the Committee, on behalf of the other owners, or any individual tract owner, may sue in the appropriate court to collect such assessment and shall be entitled to attorney's fees and costs of court for bringing such suit.

5. The private drive as constructed and located by Developers shall be the sole drive providing ingress and egress to all subdivided tracts. Said drive shall, as nearly as possible, be located upon the ingress and egress easement areas for each tract as required by Columbia County, Georgia Subdivision Regulations. Each driveway connecting a subdivided tract with the private drive shall do so in as short and direct a distance as possible given existing foliage and the lay of the land. All driveways must connect with the private drive and an easement for a driveway for each subdivided tract, for ingress and egress to and from each individual tract and said private drive is hereby reserved for the owner of each individual tract over and across that portion

of any other individual tract which lies between such owner's tract and the private drive.

No tract may have more than one driveway connecting it to the private drive without written permission of the Old Farm Committee.

There is hereby reserved to each owner an easement over, along and across the private drive as constructed for the purpose of ingress and egress to and from each owner's tract and Dyches Road (Columbia County, Georgia Public Road #252).

6. Developers reserve the right and easement to go over, along and across the area of the private drive and a width of land twenty (20) feet on either side of said drive for the purpose of constructing and maintaining any utilities as they deem necessary or desirable.

7. No noxious or offensive trade or activity shall be conducted upon the lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Domesticated animals may be maintained or kept on individual tracts so long as they are not kept for commercial purposes or constitute a nuisance to other tract owners.

9. No owner may maintain any abandoned or unservicable vehicles on any lot.

10. No trees above three (3) inches in diameter at a level of one (1) foot above the ground shall be cut without prior approval of the Old Farm Committee.

11. No trash or garbage may be stored or dumped on any tract. Normal household garbage receptacles must be stored out of sight of the private drive.

12. No tract may be subdivided so that its total area is reduced by more than one-twentieth ($1/20$) of its original size.

13. There presently exists on Tract "A" and Tract "B" existing single-family structures. The purchasers of those tracts upon which those structures sit may choose to either immediately demolish said structures and remove them, or maintain those structures in reasonably good condition. What constitutes "reasonably good condition" shall be decided in the sole discretion of the Old Farm Committee and the Committee may direct that the tract owner make reasonable improvements to the structures to satisfy this maintenance requirement. After a period three (3) years from the date of these covenants, in order for said improvements to remain and not be demolished, these said structures must be improved to the extent required by the Old Farm Committee, in its discretion, so as to conform with these covenants and the other dwellings constructed within the subdivision. Otherwise, at that time, the Committee may direct that the structures be demolished or removed at the expense of the tract owner.

14. These covenants may be amended in whole or part by a written document signed by the owners of at least two-thirds ($2/3$) of the subdivided tracts, and recorded in the Columbia County Clerk's Office.

15. These covenants shall be binding on the owner and Developer, their heirs, successors, assigns and successors in title for a period of twenty (20) years from the date hereof. Thereafter, they will automatically be renewed for successive

ten (10) year periods unless abolished or amended as provided in paragraph 10 hereinbefore.

WHEREFORE, the undersigned have hereunto by their proper officers, and attorney, executed these presents this 5th day of May, 1990.

GREAT SOUTHERN LAND INVESTMENTS,
INC.

BY: Thomas J. Bamford as its
attorney-in-fact under Power of
Attorney recorded simultaneously
herewith.

U.S. PROPERTIES REAL ESTATE SALES
AND MANAGEMENT CORPORATION

BY: [Signature]
AS ITS Attorney

Signed, sealed and delivered in the
presence of:

[Signature]
[Signature]
NOTARY PUBLIC, RICHMOND COUNTY, GEORGIA
My Commission Expires: 8/14/93

