

The Jackson Creek Homeowners Association

Design Standards

A Handbook for Jackson Creek Homeowners

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PURPOSE OF THE HANDBOOK

The primary purpose of this handbook is to familiarize homeowners at Jackson Creek with the objectives, scope and application of design standards and guidelines which are intended and will be employed to maintain the aesthetic appearance and environmental quality of the Jackson Creek community.

The handbook enumerates specific design standards and guidelines which have been adopted by the Board of Directors of the Jackson Creek Homeowners Association. It also explains the application and review process which must be adhered to by homeowners seeking approval for any exterior modifications or changes to their homes or Lots which are subject to approval by the Association. This handbook will serve as a valuable reference source and will assist homeowners in preparing acceptable applications for review by the Association's Architectural Review Board. All homeowners are encouraged to familiarize themselves with its contents and to retain the handbook for future use.

ROLE OF THE ARCHITECTURAL REVIEW BOARD

All homeowners at Jackson Creek are automatically members of the Jackson Creek Homeowners Association. The Association is a non-stock corporation which owns and is responsible for the upkeep and maintenance of all common properties within the community.

The Association is also responsible for the administration and enforcement of all covenants which are applicable to property owners, including design standards and restrictions. The Declaration of Covenants, Conditions and Restrictions for the Jackson Creek Homeowners Association (Article VI) provides that responsibility for the enforcement of design standards shall be exercised through an Architectural Review Board, the members of which shall be appointed by the Board of Directors of the Association.

The Architectural Review Board is to consist of three or more persons appointed by the Board of Directors.

The Architectural Review Board shall be responsible for enforcing the Association's Design Guidelines with respect to exterior modifications to homes and Lots proposed by Lot owners. The Review Board shall review and approve (or disapprove) applications submitted by Lot owners for visible exterior additions, alterations or modifications to a home or Lot. The review process shall be governed by the Design Guidelines promulgated by the Association's Board of Directors.

As part of its responsibilities, the Architectural Review Board will make recommendations to the Board of Directors with respect to the modification of the Design Guidelines initially approved by the Board. The Architectural Review Board will also be responsible for reviewing possible violations of the Association's Design Guidelines.

ALTERATIONS REQUIRING REVIEW AND APPROVAL BY THE ARCHITECTURAL REVIEW BOARD

Essentially, all changes, permanent or temporary, to the exterior appearance of a building or Lot is subject to review and approval by the Architectural Review Board. The review process is not limited to major additions or alterations, such as adding a room, deck, or patio. It includes such minor items as changes in color and materials. Approval is also required when an existing item is to be removed.

If there is any doubt as to whether or not a proposed exterior change is exempt from design review, and approval, homeowners should first seek clarification from the Architectural Review Board before proceeding with the improvement.

APPLICATION AND REVIEW PROCEDURES

Application and review procedures used by the Architectural Review Board are detailed below.

1. Applications. Applications for proposed improvements must be submitted in writing using the application form authorized by the Architectural Review Board. A copy of this form is included in this handbook. Applications must be complete in order to commence the review process. Incomplete applications will be returned to the applicant with a statement of deficiencies which must be remedied in order to be considered for review. Unless notified to the contrary, mail applications to:
Architectural Review Board
Jackson Creek Homeowners Association
PO Box 82207
Conyers, Ga. 30013
2. Supporting Documentation. The application must include a complete and accurate description of the proposed improvement(s). In order to permit evaluation by the Architectural Review Board, supporting exhibits will frequently be required. Examples include: a site plan showing the location and dimensions of the proposed improvement; architectural drawings or plans, as applicable; landscape plan; material and/or color samples, etc. The design guidelines and application form provide guidance with respect to the supporting documentation required for various types of improvements.
3. Time Frame for Completion of the Review. The Architectural Review Board is required to approve or disapprove any proposed improvement within ten (10) days after the receipt of a properly completed application. However, the ten (10) day review period will only commence upon the receipt of a complete application form, including any required exhibits. It is therefore advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application.
4. Notice of Approval/Disapproval. Homeowners who have submitted design review applications will be given written notice of the decision of the Architectural Review Board.
5. Appeals Procedure. Homeowners may appeal decisions of the Architectural Review Board to the Board of Directors. A homeowner may appeal a decision of the Architectural Review Board by submitting a written request to the Board of Directors within ten (10) days after the date of an action by the Architectural Review Board. This request should include any new or additional information which might clarify the requested change or demonstrate its acceptability. The Board may, at its discretion, conduct an informal hearing related to the appeal. The Board will respond in writing to an appeal within thirty (30) days from the date of receipt of an appeal.

ENFORCEMENT PROCEDURES

The Declaration and Bylaws of the Association empower the Architectural Review Board and the Board of Directors to enforce compliance with the Association's Design Guidelines. The following enforcement procedures will be used to ensure compliance.

1. A violation may be observed and reported to the Architectural Review Board by a member of the Review Board, the Board of Directors, the managing agent, or a homeowner. In the case of homeowners wishing to report a potential violation, a written notification should be transmitted to the Association or managing agent.
2. The alleged violation will be confirmed by a site visit by a member of the Architectural Review Board or the managing agent.
3. The Architectural Review Board will contact the resident in violation by letter advising those of the violation and requesting appropriate action to remedy the violation. Notice will be sent by certified mail where the violation is deemed to involve an immediate emergency or where such violation, if not remedied, will increase or enhance with the passage of time.
4. If the violation continues for thirty days after notification to the resident in violation (or if no substantial progress is made in curing the violation, where such remedy would require more than thirty days) a letter will be sent by certified mail to the resident in violation. This letter will provide notice that the violation must be remedied within fifteen days from the date of mailing of the letter (or alternatively, that the resident in violation must submit to the Architectural Review Board a written plan, including timing, for the abatement of the violation within a reasonable period of time, where such violation cannot be cured within the fifteen day period).
5. If the violation is not abated within fifteen (15) days from the date of mailing of the certified letter (or if progress is not being made to abate such violation in accordance with a plan agreed to by the resident in violation and the Architectural Review Board) the Review Board will send the resident in violation a certified mailing informing the resident of the time and place of a formal hearing by the Architectural Review Board.
6. The Architectural Review Board shall refer the violation to the Board of Directors for enforcement of the Association's Design Standards in accordance with the provisions of the Association's legal documents and/or policies approved by the Board, if, as a result of the hearing, the Review Board determines that the violation has either not been abated or that the resident is not making a good faith effort to abate the violation in a timely manner.

7. The above procedures do not preclude the Architectural Review Board or the Board of Directors from taking accelerated measures in the case of a violation which constitutes an emergency situation, provided that the resident in violation has been properly notified by certified mailing and that the action is consistent with the provisions of the Association's legal documents. Likewise, the Architectural Review Board or the Board of Directors may establish shorter notification periods for the correction of violations of the Design Guidelines where the homeowner shall not be disadvantaged by a shorter notification period for compliance.

8. The above procedures do not apply to the failure of an owner to maintain a Lot in good order and repair and free of debris, as required by Article III of the Declaration. All owners must maintain their Lots in accordance with the general maintenance standards detailed below. In the event of non-compliance with maintenance standards, the Board of Directors may, after thirty (30) days written notice to the owner (or such shorter notice period as determined by the Board), authorize the Association to enter upon the owner's Lot and to perform any required maintenance at the expense of the owner. In the case of persons who fail to mow their lawn or have trash or debris visibly stored on their Lot, (other than neatly stored construction materials for an approved improvement of the Lot or home) the notice period shall be ten (10) days.

DESIGN STANDARDS AND GUIDELINES

ADDITIONS

Any and all additions to residences require approval by the ACC. Descriptions and samples of materials to be used, plus drawings of the expected finished result must also be submitted. If approved by the ACC, all necessary building permits must be supplied before starting.

ANTENNAS AND SATELLITE DISHES

Devices are not to be installed in the front of the Lot or on the front facade of a residence so long as another location exists on the Lot or residence from which an acceptable quality signal can be received. They are to be located so as to be as visually unobtrusive as possible, without unreasonably increasing the cost of installation, maintenance and use and without precluding the reception of an acceptable quality signal. Whenever possible, the devices should be located in the rear yard. If they must be installed at roof level, then they should be situated on the rear side of the roof ridge line, so as to have no, or minimal, visibility from the front of the home.

CLOTHES LINES

Outside clotheslines and other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any Lot or parcel of land, nor shall any clothing, rugs, or other items be hung on any railing, fence, hedge or wall.

DECKS

ALL decks must be approved by the Architectural Review Board. Homeowners are advised to consider the following:

- Decks are an extension of the house which can impact its exterior appearance and may affect the privacy of neighboring homes.
- Any adverse drainage requirements which might result from the construction of a deck, patio, or screened porch should be considered and remedied.
- A color chip or sample must be submitted with the design review application.

EXTERIOR DECORATIVE OBJECTS

Approval will be required for all exterior decorative objects, whether natural or man-made, which were not part of the original construction design, either as a standard or optional feature. Examples include but are not limited to: bird houses, bird baths, weather vanes, sculptures, and fountains, free standing poles of all types, house address numerals, and any items attached to approved structures.

These will be evaluated in terms of their general appropriateness, size, location, compatibility with architectural and environmental design qualities and visual impact on the neighborhood and

the surrounding area. Sculptures, garden statues, bird baths, bird houses and similar items are restricted to rear yard locations and should not be visible from the front yard or street. Exceptions will be granted when they are used to hide or soften the appearance of a utility box (i.e. cable, power or telephone). Decorative flags may be displayed and do not require approval if the flagpole complies with the Design Guidelines.

Fences and Screens

Fencing in front yards is prohibited. Chain link or Cyclone fences are prohibited. No fence shall be erected or constructed using or containing wire or via the above mentioned styles. All fences and screens require approval by the ACC. All fences will display the finished side of the fence outward toward neighboring properties and public streets to present proper appearance to anyone viewing it. The minimum height for a fence or screen is four (4) feet and the maximum height for a fence or screen shall be six (6) feet. If the fence is to be painted or stained, the color must be approved by the ACC. When painting or staining, both sides (inside & outside) must be done. All fences are to be maintained and in good repair.

FIREWOOD

Firewood stored on a Lot shall be kept neatly stacked and shall be located to the rear of the residence and in such a manner as to avoid adverse visual impacts for adjoining properties. Screening may be required in certain cases.

Firewood should be stacked in piles which do not exceed eight feet in length and four feet in height for both aesthetic and safety considerations.

Other than a limited quantity of firewood intended for immediate use, firewood shall not be stacked on patios or decks.

FLAGPOLES

Permanent, freestanding flagpoles are prohibited. Flagpole staffs which do not exceed six feet in length and are attached at an incline to the wall or pillar of the dwelling unit do not require approval by the Architectural Review Board.

GARBAGE RECEPTACLES

All garbage receptacles shall be placed in a garage or shielded from sight of public view and shall be placed out no earlier than 8pm the day before pick-up day by the garbage service serving the residence.

HOLIDAY DECORATIONS

Any and all holiday decorations may be put up no earlier than thirty (30) days before a given holiday. All holiday decorations must be removed ten (10) days after a given holiday and stored out of public view.

HOT TUBS/SPAS

Exterior hot tubs or spas must be located on the ground level of the rear yard adjacent to the dwelling unit and require approval. The incorporation of hot tubs as a design feature of a deck or patio is encouraged. The exterior finish of an elevated hot tub or spa should blend with the exterior finish of the home, deck or patio to which attached or most closely related. Hot tubs or spas which are recessed into decks are preferred over those which are free standing. If free standing, a hot tub or spa should be screened with landscaping or privacy screening in order to minimize its visibility.

MAILBOXES

All mailbox posts shall be of the same style and color originally provided. All mailboxes shall be constructed of metal, be black in color and shall have a standard red flag. Vinyl and plastic mailboxes are forbidden. All changes must be approved by the ACC. All mailboxes are to be maintained and in good repair.

PAINTING

If an Lots is painting the exterior of the principle structure or residence, the Lots must submit a request in writing with any and all color samples and supporting documentation to the ACC for approval, even if the Lots is painting the same color.

PETS

All pets when outside of the principal structure must be controlled by owner. Dogs must be walked with a leash. Pet owners are responsible for collecting all pet waste when not on their property.

PLAYGROUND EQUIPMENT

Play equipment must be located between the rear dwelling line and the rear Lot line and having a minimum visual impact on adjacent property and streets. The location of the play equipment, **as with all external structures**, must be approved by the ACC. All play equipment must be maintained and in good repair.

POOLS

No above ground pools shall be permitted at any time. Temporary inflatable pools are permitted in the backyard for a season of May 15th through September 15th. Temporary inflatable pools are not to exceed a 15' diameter by a 33" height. At the end of said season the temporary pool must be taken down and stored out of public view. In ground pools are permitted. A site plan must be submitted denoting pool size, shape, location, fencing, retaining walls, etc. All pump and filter equipment must be sited where it will not cause a nuisance to adjacent property and must be screened from view.

PROPERTY MAINTENANCE STANDARDS

1. All portions of a Lot which are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Review Board). No bare earth may be exposed on a Lot (except for flower beds with appropriate approvals, as required).
2. All turf areas on a Lot must be kept neatly mowed, edged, and weed free. At no time should weed cover exceed more *than twenty-five percent (25%)* of the total turf area. Grass should not be permitted to exceed six (6) inches in height.
3. Turf areas and other vegetation should be watered during dry periods. Any dead plants, shrubs or trees should be removed as quickly as possible.
5. No trash, trash container, or debris may accumulate or be stored in a visible location on a Lot.
6. All flower beds must be kept free of weeds; and all hedges, trees and shrubs must be neatly trimmed and maintained.
7. The exterior of a home must be maintained in an attractive manner. No significant blistering or peeling of exterior painted surfaces is permitted.
8. Any exterior building components (i.e., siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken or otherwise in a state of disrepair must be repaired as quickly as possible.
9. All rotted and damaged wood must be replaced and any damaged masonry work repaired.
10. There must be no stage of toys, equipment, clutter and/or debris in public view.
11. Garage doors must be undamaged and in good repair.
12. Trash receptacles must be screened by adequate planting or fencing so they are concealed from view.

RECREATIONAL EQUIPMENT/PLAY ITEMS

All swings, trampolines, tents and other playground equipment must be placed or located in the rear yard of the property, except for basketball goals which must be behind the front building line that extends from the front of the house or garage parallel to the street. All mobile goals must be stored out of public view. Play equipment/items; including but not limited to, bikes, riding toys, plastic slides/equipment, sports equipment must be stored out of public view at the end of each day.

SHEDS / OUTBUILDINGS

All outbuildings, sheds, and garages must be approved by the ACC. All such structures must be constructed out of the same materials as the Principal Structure of the Lot or residence. All such structures must be the same color as the Principle Structure of the Lot or residence. The roof of any building, shed or garage must be the same material and color as the roof of the Principal Structure on the Lot. No metal sheds are allowed. All outbuildings sheds are to be maintained and in good repair.

SIGNAGE

All signage must be approved by the ACC in advance with the exception of a traditional "For Sale" sign. If a "For Sale" sign is displayed there may only be one sign per Lot displayed and that in no event shall any such sign be larger than six (6) square feet in area.

VEHICLES

Vehicles shall not be parked on any street within the subdivision for more than twenty-four (24) hours or on any portion of a Lot other than in the garage. However, if the owner and occupants of a Lot have more vehicles than the number of garage parking spaces or if the Lots garage physically can not contain the size of the primary transportation, then those vehicles which are in an Lotss or occupant's primary means of transportation on a regular basis may be parked in the driveway on the Lot. No inoperative vehicle shall be parked on any Lot (including any driveway located on a Lot) for any period of time in excess of three (3) days.

WINDOWS

Temporary window treatments for privacy purposes only shall be allowed for up to thirty (30) day after a dwelling is first occupied. Thereafter, permanent window treatments must be installed. Any Window unit, cooling or heating, is forbidden. Window treatments must be in good repair; no damaged or missing pieces.

264 MW 278

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JACKSON CREEK

FILED IN OFFICE CLERK SUPERIOR CT. ROCKDALE CO., GA.

STATE OF GEORGIA COUNTY OF ROCKDALE

BOOK 2927 PAGE 264 03 NOV 12 AM 11:54

03-021165

James P. Callwell CLERK

THIS DECLARATION ("this Declaration") is made on the date hereinafter set forth by AAA Developers, Inc., a Georgia Corporation hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Land Lots 136 & 153 of the 11th District of Rockdale County, Georgia, which property is more particularly described on Final Subdivision Plat prepared by Richard T. Conner, dated September 24, 2003 and recorded in Plat Book 32, Pages 16, 17 & 18 of Rockdale County, Georgia Records marked Exhibit "A" attached hereto and made a part of this Declaration; and,

WHEREAS, the Declarant intends to develop on lands including the real property described above a single-family residential development to be known as "Jackson Creek" (hereinafter referred to as the "Development"); and

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns.

RETURN TO: Annet Jager 024946 TALLEY SHARP & FRENCH, P.C. 1892 GA. HWY 138, S.E. CONYERS, GEORGIA 30013

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

1.01 Additional Property. "Additional Property" means the additional property, which may be added to the Property and made subject to this Declaration.

1.02 Architectural Control Committee. "Architectural Control Committee" (the "ACC") shall mean and refer to the committee, which Declarant may, in its sole and exclusive discretion, establish pursuant to the provisions of Article II hereof.

1.03 Builder. "Builder" means any person, firm, corporation, partnership, or other entity, which has purchased a Lot from Declarant for the purpose of erecting a Structure thereon.

1.04 Declarant "Declarant" means AAA Developers, Inc., a Georgia Corporation, and its successors and assigns, including but not limited to, any person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which acquires all or substantially all of the Development then owned by Declarant (or subsequent successors in interest), together with its rights hereunder, by conveyance or assignment from Declarant, or judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Property.

1.05 Lot. "Lot" means any numbered parcel of land shown upon those certain plats of survey prepared by Axis Engineering, Inc., dated _____, and recorded in Plat Book _____, Page _____, Rockdale County, Georgia Records, or such additional tracts as may be added to the Property from time to time, as provided herein.

1.06 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.07 Property. "Property" means that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

1.08 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.09 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer), dock, deck, seawall, bulkhead, or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters, from, upon or across any Lot, or which affects or alters the flow of any natural or artificial lake, creek, stream, wash or drainage channel from, upon, across or abutting any Lot: and,

(c) any change in the grade any point on a Lot of more than six (6) inches, whether or not subsection M of this Section 1.09 applies to such change.

ARTICLE II

ARCHITECTURAL CONTROL

2.01 Architectural Control. Until all the Lots in the Development have been fully developed, permanent improvements constructed thereon and sold to permanent residents, no Structure shall be commenced, erected, placed, moved onto or Permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor have been approved in writing by the Declarant. Such plans and specifications shall be in form and shall contain such information as may be reasonably required by the Declarant.

2.02 Architectural Control Committee: Creation and Composition. The Declarant may in its sole and exclusive discretion, delegate the authority vested in Declarant pursuant to Section 2.01 hereof, and elsewhere in this Article II and in Article III, to an Architectural Control Committee (the "ACC") consisting of three (3) individuals to be appointed by the Declarant. In the event that, hereafter, there shall be created a non-profit civic organization for the sole purpose of promoting the common good and general welfare of the Owners, Declarant may, but shall not be obligated to, delegate such authority to such organization.

2.03 Purpose, Powers and Duties of the ACC. The ACC shall review and approve any proposed installation, construction or alteration of any structure on any Lot. All plans shall be submitted to the ACC for approval as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

2.04 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the ACC.

2.05 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Builders and Owners. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 2.06 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be satisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

2.06 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans specifications:

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of the Development

(b) The ACC shall make a published copy of its current Design Standards readily available to all applicants seeking the ACC's approval.

2.07 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

(a) a drawing showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

- (b) a foundation plan;
- (c) a floor plan;
- (d) the exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures shall appear after all back-filling and landscaping are completed;
- (e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;
- (f) plans for landscaping and grading; and,
- (g) plans for grubbing and disposal of waste material.

2.08 Approval of Drawing, Plans and Specifications. Upon approval by the ACC of any drawings, plans and specification submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar drawings, plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such drawings, plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such drawings, plans and specifications, as approved, and any conditions attached to any such approval.

2.09 Disapproval of Drawings, Plans and Specifications. The ACC shall have the right to disapprove any drawings, plans and specifications submitted pursuant to this Declaration for any of the following reasons:

- (a) the failure to include information in such drawings, plans and specifications as may have been reasonably requested;
- (b) the failure of such drawings, plans or specifications to comply with this Declaration or the Design Standards;
- (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure to fail to be in conformity and harmony of external design and general quality with the standards of the Development as set forth in the Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

2.10 Obligation to Act. The ACC shall take action on any drawings, plans and specifications submitted as herein provided within ten (10) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the drawings, plans and specifications and shall be returned to the applicant. Failure by ACC to take action within ten (10) days of receipt of drawings, plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

2.11 Inspection Rights. Any member of the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the ACC, nor any such member shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

2.12 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the ACC shall have such rights and remedies as are available under Article V hereof.

2.13 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with the drawings, plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts herein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warranty to any one the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ACC.

2.14 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

2.15 Liability for Defects. Neither the Declarant nor the ACC shall be liable for any defects in any drawings, plans and specifications that it approves.

2.16 Non-Existence of ACC. Notwithstanding any contrary provision contained in this Article II, or elsewhere in this Declaration, in the event that the Declarant shall elect not to appoint the ACC, or if the same shall cease to exist or function, then (i) all of the rights and obligations with respect to architectural control of the Development, including, without limitation, the right to adopt, promulgate, amend, revoke and enforce the Design Standards, shall vest (or re-vest, as the case may be) in the Declarant, and (ii) all references herein to the "Architectural Control Committee" or to the "ACC" shall mean and refer to the Declarant.

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ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

3.01 Application. The covenants and restrictions contained in this Article III shall pertain and apply to all Lots and to all Structures erected or placed thereon.

3.02 Restriction of Use. Lots may be used for single-family residences only and for no other purpose provided that (i) Declarant or a Builder may operate a Sales Office and/or Model Home on a Lot or Lots designated by Declarant, and (ii) Declarant may utilize any one or more Lots, or portions thereof, for amenity areas or for dedicated public roads, subject to applicable governmental regulations.

3.03 Re-subdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Declarant of drawings, plans and specifications for such split, division or subdivision.

3.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Declarant or ACC of drawings, plans and specifications for the prevention and control of such erosion or siltation. The Declarant or ACC may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 3.05. Requirements for the prevention and control of erosion and siltation may be included in the Design Standards.

3.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Declarant or the ACC of drawings, plans and specifications for the landscaping to accompany such construction or alteration. Requirements for the landscaping to accompany the construction or alteration of any Structure shall be included in the Design Standards.

3.06 Trees. No living tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 3.05 hereof. Guidelines relation to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards.

3.07 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot. No Builder or sub-contractor shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

3.08 Signs. No signs whatsoever shall be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except those which comply in all respects with the applicable sign ordinances or other sign regulations then in effect in Rockdale County, Georgia. HOWEVER, there shall be a 15' sign easement running parallel of the road frontage area of each corner lot of the subdivision that may be used as directional sales aids for the builders of the homes on each lot. Said easement will cease to exist upon the sale of the last new home in the subdivision.

3.09 Setbacks. Each dwelling which is erected on a Lot shall be situated on such Lot in accordance with the building and setback line shown on the recorded p1st, and in no event shall any dwelling be erected upon any Lot in a manner which violates such building and setback lines. For purposes of this requirement all porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines if approved by the Declarant or ACC.

3.10 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Declarant or ACC of drawings, plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards.

3.11 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Declarant or the ACC of drawings, plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards.

3.12 Antennae. No exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval of the Declarant or the AGO. No antennae shall be installed or used for the purpose of transmitting electronic signals.

3.13 Clotheslines, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment, garbage cans, and woodpiles shall be kept in garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

3.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but no limited to the repairing and painting (or other appropriate external care) of all Structures: (ii) the seeding, watering and mowing of all lawns: and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the Declarant or the AGO, any owner shall fail to perform the duties imposed by this Section, the Declarant or the ACC shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Declarant or the ACC Shall have the rights and remedies set forth in Article V hereof.

3.15 Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot except if parked on the side or rear yard, or in the garage of, the residence located on the Lot.

3.16 Commercial Vehicles. No commercial vehicles shall be parked or stored on any Lot, or in the street adjacent thereto.

3.17 Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the Declarant or the ACC.

3.18 Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

3.19 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

3.20 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot

(b) No person shall burn rubbish, garbage, or any other form of solid waste on any Lot.

(c) Except for building materials employed during the course of construction of any Structure approved by the Declarant or the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner so as to prevent their view by the public or other Lot owners.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up. At all other times, such containers shall be screened, enclosed or otherwise stored in a manner so as to prevent their view by the public or other Lot owners.

3.21 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

3.22 Minimum Square Footage. Exclusive of garages, porches or similar areas, a residence to be constructed on a Lot shall have the following minimum heated floor areas:

- (a) One-story - 2,000 square feet;
- (b) One and one-half story - 2,400 square feet, with a minimum of 1,600 square feet on the first level; and,
- (c) Two-story - 2,400 square feet, with a minimum of 1,200 square feet on the first level.

3.23 Completion of Construction. Construction of any Structure on a Lot shall be completed within six (6) months after commencement of construction; provided, however, that such period shall be extended, if necessary, to Account for any delay in completion caused by adverse weather conditions or other causes not within the control of the Builder or Owner.

3.24 Roofing Material: Roof Pitch. Roofing material shall be as provided for in the Design Standards. Roofs shall have a minimum pitch of 8/12.

3.25 Concrete Block. No exterior portion of any Structure, that is visible, shall be composed of concrete block.

3.26 Guesthouses and Detached Garages. Guesthouses and detached garages shall be permitted so long as (i) they meet the requirements of the Planning and Zoning ordinances of Rockdale County, Georgia, and (ii) the drawings, plans and specifications therefor have been approved by the Declarant or the ACC.

3.27 Exterior material. Exterior material shall be brick, stucco or stone on front and sides. Homes located on Lots, 1, 2, 3, 4, 58, 59, 60 & 61 will have 4 sides brick, stucco or stone.

ARTICLE IV

EASEMENTS, ZONING AND OTHER RESTRICTIONS

4.01 Easements:

(a) Declarant hereby expressly reserves to the Declarant, Its successors and

assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow,

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature;

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along and at entrances to the Development, and the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature; and

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to such Owner or the Owners.

4.02 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

4.03 The Declarant and its employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such, Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 4.01.

4.04 Zoning and Private Restrictions. None of the covenants, restrictions or easements creating or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

ARTICLE V

ENFORCEMENT

5.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by the Declarant so long as it is an Owner, (ii) the ACC, to the extent authorized pursuant to Article II and Article III hereof, and (iii) each Owner, his legal representatives, heirs, successors and assigns. Further, those current owners of lots, identified on Exhibit 'C' hereto and incorporated and made a part hereof by reference, hereby join in this declaration, which by their execution do hereby acknowledge, accept and shall be bound in the entirety to the terms, conditions and restrictions herein.

5.02 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the ACC or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration: and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

5.03 No Waiver. The failure of the Declarant, the ACC, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any covenant, condition or restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

DURATION AND AMENDMENT

6.01 Duration and Perpetuities.

(a) The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits to twenty (20) years, the period during which covenants restricting lands to certain uses may run, any provision of these Covenants affected thereby shall run with and bind the land for a period of twenty (20) years from the date these Covenants are filed for record in the Office of the Clerk of the Superior Court of Rockdale County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by at least seventy-five (75%) percent of the then Owners of record and the holders of first mortgages on their Lots has been recorded in the Office of the Clerk of said Court, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of the Property, by acceptance of a deed or other conveyance thereof, thereby agrees that the provisions of these Covenants may be extended and renewed as provided in this section.

(b) If any of the covenants, conditions, restrictions, easements or other provisions of these Covenants shall be unlawful, void or, voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Her Majesty Queen Elizabeth II, the Queen of England.

6.02 Amendment. These Covenants may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to these Covenants, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to these Covenants, or (iv) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants; provided any such amendment shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing. These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant. No amendment to the provisions of these Covenants shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby 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 in the Office of the Clerk of the Superior Court of Rockdale County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to these Covenants, by acceptance of a deed or other conveyance therefor, thereby agrees that these Covenants may be amended as provided in this Section.

ARTICLE VII

MISCELLANEOUS

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7.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

7.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

7.03 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

7.04 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

7.05 Notices. All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consent of any kind made pursuant to this Declaration, whether made by the Declarant, the ACC, any Owner, or any other person, shall be in writing. All such writings shall be sufficient only if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

- (a) Declarant: AAA Developers, Inc.
PO Box 446, Covington, Georgia 30015
- (b) Owner: Each Owner's address as according to the
system of naming streets and numbering
houses then in effect in Rockdale
County, Georgia

Any written communication transmitted in accordance with this Section 7.05 shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

7.06 No Liability. Declarant has, using best efforts and all due diligence prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

7.07 Homeowners Association. There shall be a mandatory Homeowners Association formed. The purpose of the Homeowners Association shall be to insure that the entrance, roundabouts, detention ponds and any and all other common areas of the subdivision are properly landscaped and maintained. It shall have the power to establish an initiation fee and/or annual maintenance fee that each homeowner shall pay for the maintenance of said areas. Ownership of the Homeowners Association shall become the responsibility of the owners of the lots of Jackson Creek Subdivision on or before the sale of the final building lot in the subdivision. If, for any reason, there fails to be available any lot owners of the subdivision to take over the management of said Homeowners Association, then all monies in the Associations bank accounts shall be evenly divided among all lot owners and the Homeowners Association will cease to exist.

7.08 Mailboxes. Mailboxes shall be of black wrought iron. Style to be determined by the ACC.

7.09 Driveways. Driveways must be a minimum of 10' and be paved either asphalt or concrete. First 50' of driveway must be paved with concrete.

7.10 Sidewalks. Sidewalks will be concrete and a minimum of 5' in width. They shall be on both sides of the streets in the interior of the subdivision.

7.11 Sod. All yards must be sodded with Bermuda grass and 12' in width along the right of way of all roads.

7.12 Chimneys. All chimneys located on the sides of a home shall be veneered with Brick, Stucco or Stone. It shall be capped with a black metal shroud.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed, this 5th day of November, 2003.

Signed, sealed and delivered in the presence of:

Judit Varga
Witness

Michele Hudgins
Notary Public

AAA Developers, Inc.

By: *[Signature]*
Susanne Bixler, President



MICHELE HUDGINS
Notary Public, State of Georgia
Qualified in Newton County
Commission Expires July 10, 2005

N.P. SEAL

Exhibit "A"

All That Tract or parcel of land lying and being in Land Lots 136 & 153 of the 11th District of Rockdale County, Georgia being all lots of Jackson Creek Plantation, as per plat recorded in Plat Book 32, pages 16-18, Rockdale County, Georgia records, which plat is incorporated herein and made a part hereof by reference.