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STATE OF GEORGIA
COUNTY OF HOUSTON

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Houston County Georgia
Carolyn V. Sullivan Clerk Superior
BK 10206 PG 200-225

DECLARATION

of

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

for the Subdivision known as

Bankstone Landing

Phase 1

THIS DECLARATION, made this the 20th day of September 2023, by **LANGSTON RD DEVELOPMENT, LLC**, a limited liability company organized and existing under the laws of the State of Georgia, hereinafter called "Declarant "

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I, Section 2, of this Declaration; and

WHEREAS , Declarant has deemed it desirable for the efficient preservation, protection and enhancement of the values of such real property, and that certain specific covenants, restrictions, rights, privileges and easements are necessary to each owner's enjoyment of their individual lot or lots into which such real property described in Article I, Section 2, hereof is to be subdivided by Declarant; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 2, hereof to the covenants, restrictions, charges, and liens hereinafter set forth.

NOW, THEREFORE, Langston RD Development, LLC, as Declarant, declares that all of the real property described in Article I, Section 1.2.1, and such additions thereto as may hereafter be made pursuant to Article I, Section 1.2.2 , hereof, is and shall be held, transferred, sold, leased, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges, liens and provisions set forth herein, which shall run with the real property and be binding on all parties having any right, title or interest in and to said real property or any part or portions thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and, where expressly provided herein, shall benefit the Declarant and/or the Future Development Property (as hereinafter described).

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings :

1.1.1 "Additional Property" shall mean and refer to such portions of the Future Development Property as may hereafter be added to the Subdivision by Supplementary Declaration pursuant to the provisions of Section 1.2.2 hereof.

1.1.2 "Architectural Control Committee" shall mean and refer to the committee designated under Article VI, Section 6.1, hereof.

1.1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Bankstone Landing HOA, LLC, as amended from time to time.

1.1.4 "Assessment" shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against any Owner by the Association in the manner herein provided.

1.1.5 "Association" shall mean and refer to Bankstone Landing HOA, LLC, a Georgia nonprofit corporation.

1.1.6 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.1.7 "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. Included within the Common Areas are any maintenance areas, roads, streets, parking lots, walkways, sidewalks, lakes, recreational areas, street lighting and signage which are now or hereafter located on the Properties. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

1.1.8 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.1.9 "Community" and/or "Subdivision" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may be made by the Association by supplementary declaration of other real property pursuant to the provisions of Section 1.2.2 hereof.

1.1.10 "Declarant" shall mean and refer to, as the case may be, Langston RD Development, LLC, a Georgia limited liability company, and its successors-in-title and assigns, provided any such successors-in- title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", or the real property which is intended to become part of the Development, and provided further, except in case of foreclosure, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property undeveloped or unsold portions of the real property described in Exhibit "A", or the real property which is intended to become part of the described in Exhibit "A" attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time

1.1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Bankstone Landing, Phase 1, and all amendments thereof filed for record in the Records of the Clerk of the Superior Court of Houston County, Georgia.

1.1.12 "Development", with an initial capital letter, shall mean and refer to the Communities or Subdivisions developed by the Declarant or its successors-in-title and assigns on the real property described in Exhibit "A "attached hereto, or on property that is contiguous to the real property described in Exhibit "A " (including other property that is separated from the property described in Exhibit "A" only by a public road or highway), together with all improvements located or constructed thereon, which property is submitted to the general scheme of covenants, conditions, restrictions and easements setforth herein.

1.1.13 "Dwelling", with an initial capital letter, shall mean and refer to any improved property intended for use as a single-family detached dwelling located within the Development.

1.1.14 "Foreclosure" shall mean and refer to, without limitation, the foreclosure of a Mortgage, or Security Deed, judicial or otherwise, or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

1.1.15 "Future Development Property" shall mean and refer to other real property now owned or hereafter acquired by the Declarant contiguous to or in the immediate vicinity of the Properties, which Declarant or its successors-in-title and assigns, in their sole discretion, cause to become a part of the Development.

1.1.16 "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

1.1.17 "Lease" shall mean and refer to any lease, sublease, or rental contract, whether oral or written.

1.1.18 "Living Space" shall mean and refer to enclosed and covered areas within a dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.

1.1.19 "Lot" and/or "lot" shall mean and refer to any lot, tract or parcel of land identified as a lot on a recorded subdivision plat covering any portion of the Properties.

1.1.20 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Properties, but excluding any person or entity whose interest in the Properties arises pursuant to a deed to secure debt, mortgage, or other similar instrument evidencing or securing indebtedness.

1.1.21 "The Properties" (or "Properties " shall mean and refer to the real property (including improvements) described in Section 1.2.1 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 1.2.2 hereof.

.1.22 "Subdivision Survey" shall mean and refer to that certain map or plat of survey of the Properties designated as "Bankstone Landing Subdivision, Phase 1," prepared by Wellston Associates Land Surveyors, LLC, dated August 21, 2023, revised September 14, 2023, being filed of record in Plat Book 84, Pages 182-183, Clerk's Office, Houston Superior Court.

1.2 Property Subject to Declaration.

1.2.1 The Properties. The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference. All of The Properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions and provisions set forth herein.

1.2.2 Additions to Property Subject to Declaration. The Declarant shall have the right to add additional property to the scheme of this Declaration without notice to or the consent of the owners of the several lots comprising The Properties, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration, which shall extend the scheme of the covenants and of this Declaration to such additional property. The additional property to be so added shall be contiguous to The Properties as they are then comprised. PROVIDED HOWEVER, that the Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration and the covenants and restrictions contained herein to the property which is so added may not alter or modify the Declaration as it applies to such additional property so as to materially and adversely affect the value of the existing Properties as then comprised. And, PROVIDED FURTHER, that the Supplementary Declaration or Amendment shall not operate so as to render the provisions of this Declaration as applied to such additional property less restrictive than as applied to The Properties prior to such Supplementary Declaration or Amendment. When this Declaration has been so amended by Supplementary Declaration(s) or Amendment(s), the term "The Properties" as used herein shall be deemed to include The Properties described herein together with such additional property as may be added thereby. The term "record title owners" as used herein shall thereafter be deemed to include the record title owners of The Properties described herein together with the record title owners of such additional property as may be added by such Supplementary Declaration(s) or Amendment(s). Each Supplementary Declaration adding properties shall include a geographical description of the property added and shall designate said additional property by a designation including Section and Phase so as to differentiate each respective area from other Sections and Phases then included within The Properties.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. The Declarant and each and every person or legal entity who shall own any Lot or Dwelling in The Properties (together with each and every person or legal entity who shall own any Lot or Dwelling in other subdivisions or communities within the Development) shall automatically be a member of the Association, Provided, however, that any person or legal entity who holds such an interest merely as security for the performance of any obligation shall not be a member. Except as to the Declarant, Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Except as

to the Declarant, membership in the Association may not be transferred except in connection with the transfer of title to a Lot. The Declarant shall have the right, but not the obligation, to terminate its membership in the Association at any time that it no longer owns any portion of The Properties or the Future Development Property.

2. 2 Voting. Subject to the provisions of the Articles of Incorporation, the members of the Association shall have the right to cast their respective votes as specified in the By-Laws of the Association, as amended from time to time.

2.3 Meetings . Except as may be herein otherwise provided, all matters concerning meetings of members of the Association, including the time within which and the manner in which notice of any meetings shall be given to said members, and the quorum required for the transaction of business at any of such meetings shall be as specified in the Articles of Incorporation or By-Laws of the Association , as amended from time to time, and by law.

2.4 Casting of Votes. Subject to the provisions of this Declaration and the Articles of Incorporation, the votes of the members shall be cast under rules and procedures as may be prescribed in the By-Laws of the Association, as amended from time to time, and by law.

ARTICLE III

ASSESSMENTS

3.1 Purpose of Assessments. The assessments provided for herein shall be used for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots in the Subdivision and in particular for the acquisition, improvement, maintenance and operation of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, as well as for the establishment and maintenance of one or more reasonable reserve funds for such purposes as to cover unforeseen contingencies or deficiencies, or for emergency expenditures or such other matters as may be authorized from time to time by the Board of Directors. In determining the fiscal needs of the Association, the Board of Directors of the Association shall be authorized to establish from time to time a reasonable amount which shall be contributed as a part of the annual assessment for capital purposes. As collected, such capital contributions shall be deposited in a separate capital account with separate records maintained therefor and disbursements therefrom shall be only for capital purposes as determined from time to time by the Board of Directors.

3.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot or Dwelling, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on and a continuing lien upon the Lot against which each such assessment is made. Such lien shall be perfected by filing of record in the office of the Clerk of Superior Court of the County in which the Lot is located a claim of lien at any time after the assessment, or portion thereof, becomes delinquent. The claim of lien shall be substantially in the same manner and form as is applicable to claims of lien for labor , materials or services provided in the improvement of real property under Title 44 of the Office Code of Georgia. Such a claim of lien shall also secure all assessments, or portions thereof, which come due thereafter until the claim

of lien is cancelled of record. Also, each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot or Dwelling, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the Owner of a Lot or Dwelling as purchaser at a judicial or foreclosure sale conducted with respect to an Institutional Mortgage, or pursuant to any proceeding in lieu of the foreclosure of such mortgages, shall be liable only for assessments coming due after the date such person so acquires title to the Lot or Dwelling.

3.3 Initial Assessment. Concurrently with the first sale of each residential lot on which a dwelling is located, there shall be payable to the Association an initial assessment in the sum of **$500.00**, which shall be allocated to the common expense fund for common expenses. The initial assessment provided for in this Section shall be in addition to any annual assessment provided for in this Declaration.

3.4 Annual Assessments. Subject to the provisions of this Article, the annual assessment payable to the Association for common expenses and capital contributions shall be as follows:

(a) For the calendar years 2023 and 2024, the annual assessment which shall be payable to the Association shall be $450.00 per Lot.

(b) Beginning with the calendar year 2025, the annual assessment payable to the Association for common expenses and capital contributions shall be determined as follows:

(i) Common Expenses. Not later than November 1st of the previous calendar year, the Board of Directors of the Association shall estimate and prepare a budget for the ensuing calendar year for the total of all common expenses which shall be paid by annual assessments. If said estimated sum proves inadequate for any reason, then the Board of Directors of the Association may levy at any time in the calendar year a further assessment for common expenses. If for any reason an annual budget is not made as required hereby, that portion of the annual assessment for common expenses for the ensuing calendar year shall remain the same as for the previous calendar year.

(ii) Capital Contributions. In addition to the amount which shall be paid for common expenses as provided in subsection (i) above, the Board of Directors of the Association shall also be authorized to establish an amount which, as a part of the annual assessment, shall be contributed to the Association during the ensuing calendar year for capital purposes. If, for any reason, the Board of Directors of the Association does not make a determination as to the amount of capital which shall be contributed during the ensuing calendar year, then that portion of the annual assessment for contribution to capital for the ensuing calendar year shall remain the same as for the previous calendar year.

(c) Allocation. Unless otherwise specified by the Board of Directors of the Association, each installment payment made by a member of the Association on the annual assessment payable by such member shall be allocated to the common expense fund and to the capital reserve account on a *pro rata* basis, according to the amount to be paid for common expenses and the amount, if any, to be contributed to capital in the particular calendar year .

3.5 Special Assessments .

(a) Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or within the Common Areas, including fixtures and personal property related thereto. Except as otherwise specifically provided herein, any such special assessment shall be approved (i) by a majority of the votes which the Owners of any Lot or Dwelling, other than the Declarant, present, or represented by proxy, are entitled to cast at a meeting duly called and held for such purpose, and (ii) by the Declarant, so long as the Declarant remains a member of the Association.

(b) Subdivision Amenities. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy special assessments applicable to and payable by only persons or legal entities owning Lots within the Subdivision (and not to owners of Lots outside the Subdivision but within other subdivisions or communities within the Development) for the maintenance and operation of amenities (if any) available to and useable by only Lot Owners within the Subdivision.

(c) Uniform Rate of Assessment. Except as otherwise specifically provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a calendar year basis or in such other reasonable manner as may be determined by the Board of Directors of the Association.

3.6 Assessments; Due Dates.

(a) The annual assessments payable to the Association, as provided for in this Article, shall be established on a calendar year basis and shall commence as to each Lot as of the day such Lot is conveyed by Declarant. The date of the commencement of the annual assessment as to a particular Lot, as determined aforesaid, is hereinafter sometimes referred to as "the commencement date." The first annual assessment payable to the Association shall be adjusted according to the number of months remaining in the calendar year as of the commencement date. Unless otherwise provided by the Board of Directors of the Association, such prorated assessment shall be paid on the commencement date. The Association's Board of Directors shall fix the amount of the annual assessment payable to the Association against each Lot and send written notice of same to every Owner subject thereto in advance of each annual assessment period. Unless otherwise provided by the Association's Board of Directors, and subject to the foregoing provisions of this Section, the annual assessment for each Lot shall become due and payable to the Association on the first day of December of the year preceding the calendar year for which the annual assessment is being paid and shall be paid to the Association when due without further notice from the Association.

(b) The special assessments payable to the Association, as provided for in this Article, shall be due on the date(s) specified by the Association's Board of Directors.

(c) The Association shall, upon demand at any time, furnish to any Owner liable for any such assessment a certificate in writing signed by either the President or Treasurer of the Association, or by the manager of the Association, if any, setting forth whether the same has been paid. A reasonable charge, as determined by the Association, may be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3.7 Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge equal to ten percent (10%) of the amount thereof or $50.00, whichever is greater, shall also be due and payable to the Association. Any assessment or portion thereof not paid when due shall bear interest from the date of delinquency until paid at the maximum legal rate. The Board of Directors of the Association may suspend the voting rights of the Owner during the period in which any assessment or portion thereof remains unpaid and may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose its lien against such Owner's Lot, in which event late charges, interest, costs and attorney's fees in an amount equal to the greater of $500.00 or fifteen percent (15%) of the past due amount plus interest due thereon, may be added to the amount of such assessment or portion thereof which is past due. All payments on account shall be applied first to late charges, then interest, and then to the assessment lien first due. All late charges and interest collected shall be credited to the common expenses fund. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien against his Lot in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid in the Lot at any judicial or foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Property and facilities located thereon or abandonment of his Lot.

3.8 Priority of Lien. The lien of the assessments provided for in this Article shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, if any, filed of record in the office of the Clerk of the Superior Court of the County in which the Lot is located. The sale and transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot which is subject to a first mortgage pursuant to the judicial sale or foreclosure thereof, or pursuant to any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve the acquirer of title, and the successors-in-title and assigns thereof from liability for any assessment thereafter becoming due on the Lot from the lien thereof. Provided, however, the Association may at any time, either before or after a first mortgage is placed on a Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments provided for herein with respect to such Lot coming due during the period while such Lot is or may be held for liquidation by the first mortgage pursuant to such sale or transfer.

3.9 Exempt Property. Notwithstanding the commencement date otherwise established by Section 3.7 of this Article, all Lots made subject to this Declaration shall be exempt from the assessments created herein until conveyed by Declarant to another Owner. Provided, however, that all Lots made subject to this Declaration and not so conveyed by Declarant shall be and become subject to such assessments as of the beginning of the calendar year next following the calendar year in which the Class B membership of the Association shall terminate and cease to exist. Thereupon, such assessments shall be imposed at such rates and on such terms and conditions as may then be applicable to all Lots conveyed by the Declarant prior thereto. Provided, further, notwithstanding the foregoing, any Lot owned by Declarant and rented by Declarant shall become subject to all assessments (on a prorated basis if during a calendar year) as of the date the Lot is so rented. Every grantee of any interest in any property located in the Subdivision, by acceptance of a deed or other conveyance of such interest, agrees that any Lots owned by Declarant shall be exempt from said assessments as herein set forth.

3.10 Property Not Owned by the Association. The Association shall be authorized to expend assessments for the improvement and maintenance of certain real and personal property which does not constitute a Common Area, or any improvement therein or personal property incident thereto, owned by the Association but which is made available for use by all Lot Owners by Declarant or other persons. Such expenditures may be made only for so long as such property is made available for use by all Lot Owners. Such expenditures shall create no ownership rights, easements or licenses, whether legal or equitable, express or implied, over such property in the Association or any Lot Owner, such use being permissive only and subject to termination by Declarant or the owner of such property at any time, without notice.

ARTICLE IV

ADMINISTRATION

4.1 Responsibility for Administration. The maintenance, repair, replacement and operation of the Common Areas and facilities located thereon shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Articles of Incorporation and By-Laws of the Association, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents together with those reasonably implied to affect their respective purposes and shall be exercised in the manner provided therein. The association shall accept such conveyances of Common Area as are made from time to time to the Association by the Declarant.

4.2 Management Agreements. The Association's -Board of Directors may employ a professional manager for the administration and operation of the property subject to the Association's jurisdiction. The employment agreement may provide that, during his tenure, such manager shall be authorized and responsible for exercising all powers and performing all duties of the Association, excepting only those powers and duties specifically and exclusively assigned or reserved to the officers, directors or members of the association by this Declaration and the Association's Articles of Incorporation or By-Laws. The manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, including individuals associated with Declarant. The Board of Directors may require that such manager be bonded in such amount as the Board of Directors may require. The cost of acquiring any such bond shall be an expense of administration, payable from the common expense fund. Each Lot Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into as hereinabove provided.

4.3 Limitation of Liability: Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace the Common Areas and facilities, the Association shall not be liable for injury or damage caused by any latent condition of such property and facilities, nor for injury or damage caused by the elements, nor for injury to its members or other persons, nor shall any officer or director of the Association be liable to any of its members for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided, however, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursements as being in the best interests of the Association.

ARTICLE V

PROPERTY RIGHTS

5.1 General. Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this Declaration, including without limitation, the provisions of this Article. If any chutes, flues, ducts, conduits, wires, pipes, plumbing, or any other apparatus or facilities for the furnishing of utilities or other services to a Lot or Dwelling lie partially within and partially outside the designated boundaries of the Lot or Dwelling in question, any portions thereof which serve only such Lot or Dwelling shall be deemed to be a part of such Lot or Dwelling and any portions thereof which serve more than one Lot or Dwelling, or any portion of the Common Areas, shall be deemed to be a part of the Common Areas. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidence of his membership in the Association.

5.2 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants, and guests shall have non-exclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Dwelling, subject to the following provisions:

(a) The right of the Association to borrow money (i) for the purpose of improving the Common Areas, or any portion thereof, (ii) for acquiring additional Common Areas, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas, or (iv) for providing the services authorized herein, and to give as security for the payment of any such loan a security deed or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) The rights and easements reserved to Declarant in this Article, Sections 5.4, 5.5, 5.6, 5.7.1, 5.7.3, 5.7.4, 5.7.6 and 5.7.7.

(c) The right of the Association to grant and accept easements as provided in Section 5.7.2 of this Article, and to dedicate or transfer fee simple title to all or any portion of the Common Areas to the City of Perry, Georgia, or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by the then Owners of two-thirds (2/3) of the Lots in the Subdivision (including any Lots added by Supplementary Declaration pursuant to Section 1.2.2 hereof) voting in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

(d) The rights and easements reserved in Section 5.7.5 of this Article for the benefit of the Association, its trustees, officers, agents, and employees.

(e) The rights and easements reserved in Section 5.7.7 of this Article hereof for the benefit of the Additional Property.

(f) The rights of the holder (and its successors and assigns) of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

5.3 Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors, every Owner and his family, tenants, and guests shall have the non-exclusive right, privilege, and easements of access to and the use and enjoyment of the recreational facilities and amenities (if any) as are now or hereafter located in the Common Areas. An Owner may assign to the tenant of his Lot or Dwelling such Owner's rights of access to and use of said recreational facilities so that such tenant, his family, and guests shall be entitled to the access to, and the use and enjoyment of, the recreational facilities on the same basis as an Owner and his family and guests.

5.4 Access. All Owners, by accepting title to Lots or Dwellings conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways, and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

5.5 Easement for Declarant. During the period that Declarant owns any Lot, or Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the Lots and the Additional Property and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Dwelling or Lot or has the right to submit the Additional Property or any portion thereof to the Development, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development to the use of the Common Areas.

5.6 Changes in Boundaries: Additions toCommon Areas. Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, any Lots or Dwellings owned by Declarant, including the realignment of boundaries between adjacent Lots and/or Dwellings owned by Declarant. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, such real property to be conveyed to the Association as an addition to the Common Areas. Furthermore, Declarant reserves for itself, its affiliates, successors, and assigns the right, but shall not have the obligation, to convey by quitclaim deed to the Association at any time and from time to time, as an addition to the Common Areas, such other portion of the Development owned by Declarant as it, in its sole discretion, shall choose.

5.7 General Easements.

5.7.1 Drainage and Utility Easements . The Declarant hereby grants, creates, conveys and reserves unto itself and its successors and assigns easements for installation and maintenance of utilities and drainage facilities delineated on the Subdivision survey and over the rear twenty (20) feet of each Lot within the Properties. Drainage flow shall not be obstructed, nor be diverted from, drainage or utility easements as designated above or on the aforesaid Subdivision Survey. Such easements shall be for the benefit of the Owners of each Lot and with respect to the Future Development Property the Declarant and its successors and assigns.

5.7.2 Easements for Utilities and Public Services.

(a) Utilities and Storm-Water Drainage. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from the City of Perry, Georgia, or any other public authority or agency, public service district, public or private utility, or other person upon, over, under and across (i) all of the Common Areas, and (ii) those portions of all Lots and all Dwellings as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems , and all utilities, including, but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof, and that such easements shall not unreasonably affect the developability, marketability or value of any such Lot or Dwelling. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities. it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair any damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

(b) Law Enforcement and Fire Protection. Declarant hereby grants to the City of Perry, Georgia, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

5. 7.3 Easements for Walks, Trails and Signs. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors land assigns, the alienable, transferable, and perpetual right and easement upon, over and across those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots and all Dwellings, such strips to be bounded by such exterior boundaries adjacent to streets and roads and by lines in the interior of such Lots and Dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have not obligation to construct any such improvements.

5. 7.4 Easements for Fences. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across those strips of land fifteen (15) feet in width adjacent to and along all roads located within the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining fences, provided that Declarant shall have no obligation to construct any such fence(s).

5.7.5 Easements for Association. There is hereby reserved a general right and easement for the benefit of the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or Dwelling or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant of the Lot or Dwelling directly affected thereby.

5.7.6 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings, Common Areas, or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

5.7.7 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to the Additional Property (if said rights are granted by Declarant to such successors, assigns, and successors-in-title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within and on all roads, sidewalks, trials, parking facilities and perimeter walls, from time to time located within the Common Areas or within easements serving the Common Areas, (ii) the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots or Dwellings encumbered pursuant to this Article V of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time located thereon.

ARTICLE VI

PROTECTIVE COVENANTS

6.1 Architectural Control Committee.

6.1.1 Designation of Committee. The Subdivision shall have an Architectural Control Committee, which shall consist of three (3) members who shall be natural persons, and who shall be appointed by a majority of the record title owners of the total number of lots then subject to this Declaration voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all such owners at least thirty (30) days in advance and shall set forth the purpose of such meeting. PROVIDED, HOWEVER, until such time as Declarant no longer owns any lots in the Subdivision, but not later than December 31, 2025, the appointment of the members of the Architectural Control Committee must be approved by Declarant, and any and all members of such committee may be removed with or without cause by the Declarant. After such date, the owners shall have the exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

6.1.2 Initial Membership. The Architectural Control Committee shall be composed of the following members, to-wit:

(a) Lee Wingate, whose mailing address is 817 GA Hwy 247 S. Unit 10, Kathleen, Georgia 31047

(b) Dylan Wingate, whose mailing address is 817 GA Hwy 247 S. Unit 10, Kathleen, Georgia 31047

(c) Bryan Strange, whose mailing address is 817 GA Hwy 247 S. Unit 10, Kathleen, Georgia 31047

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, until a successor is duly appointed by a majority vote of the owners the remaining members shall have the authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. As of the date of recordation of this Declaration, all privileges, powers, rights and authority of the Architectural Control Committee shall be vested in the aforenamed persons and exercised by them.

6.1.3 Function of Architectural Control Committee. No improvement, as that term is hereinafter defined, shall be erected, constructed placed, altered (by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications as defined in §6.1.4 *infra),* in such form and detail as the Architectural Control Committee may deem necessary shall have been submitted to and approved in writing by such committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

6.1.4 Content of Plans and Specifications. The plans and specifications to be so submitted and approved shall include the following:

a. A topographical plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.

b. Exterior Elevations.

c. Exterior materials, colors, textures, and shapes.

d. Structural design.

e. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems vegetation and ground cover.

f. Parking area and driveway plan.

g. Screening, including size, location, and method.

h. Utility connections.

6.1.5 Definition of "Improvement". Improvement shall mean and include all buildings and roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, clothes lines and drying yards, antennae, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or other exterior improvement. It does not include garden shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. It does include both original improvements and all later changes and improvements.

6.1.6 Basis of approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, and conformity to both the specific and general intent of the protective covenants.

6.1.7 Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has not approved such plans and specifications, EXCEPT that the Architectural Control Committee has no right or power, either by action or failure to act, to waive or grant any variances specifically reserved to Declarant. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

6.1.8 Limitation of Liability. Neither the Declarant, the Architectural Control Committee, nor any of the members of such committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

6.2 Applicability of Covenants. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to The Properties.

6.3 Land Use and Building Type. No lot shall be used except for residential purposes. No residential structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two (2) stories in height, and a private two (2) car garage, and one outbuilding no larger than 10' x 12'. No dwelling shall be allowed unless it includes a private garage for not less than two (2) vehicles. In addition, all driveways and parking areas shall be constructed with concrete. Notwithstanding the provisions of Article II hereof and the authority and discretion therein granted to the Architectural Control Committee, no structures shall be erected, altered, placed, or permitted to remain on any lot unless same comply with the following:

(a) Foundation Elevation. The top of the foundation shall be a minimum of twelve inches (12") above ground level or grade at its lowest point, or at such higher level as may be necessary to assure positive drainage away from the dwelling and lot.

(b) Roofs. The main body of all roofs shall have a pitch of not less than 8/12, and only weatherwood or black architectural shingles shall be allowed unless otherwise approved by the Architectural Control Committee.

(c) Exterior Siding. Sixty percent (60%) of the front facade of the dwelling must be brick. The remainder of the exterior of all dwellings from the bottom of the foundation to the top plate shall be constructed vinyl siding unless otherwise approved by the Architectural Control Committee.

(d) Outbuildings. The exterior of all outbuildings must be of the same type and color as the dwelling, unless otherwise approved by the Architectural Control Committee. No outbuilding shall be constructed closer than ten (10) feet to the rear and side property lines located at the left or right rear corner of the lot. No outbuilding shall exceed the maximum dimensions of ten (10) feet by twelve (12) feet with a maximum height of eight (8) feet. A landscaping plan for all outbuildings including color and style of shed must be presented to, and approved by the Architectural Control Committee, which plan shall, at a minimum, provide that any outbuilding shall be screened by a fence and located so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision.

(e) Outside Storage. Barbecue grills are not permitted in the front or side yards of any dwelling. All propane tanks, gas cans, equipment, woodpiles, furniture, debris, or other stored materials must be kept screened by fencing as to conceal it from view of neighboring residences and from the streets. Such materials may only be maintained in the rear yard on a lot. No exposed above-ground tanks for the storage of fuel, water or any other substance shall be located on the front or side of any lot. No lumber, brick, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any lot except for purposes of construction of a dwelling or accessory structure on such lot, nor any building materials or devices be stored on any Lot for longer than the length of time necessary for the construction of improvements for which the materials or devices are to be used. Inground Gas/Propane Tanks must be installed at rear of house lot which shall be so placed and screened, and kept, so as not to be visible from any street within the subdivision or adjacent to the subdivision at any time.

(f) Fences. Only six-foot (6') fences constructed of Picture frame front picket fence planks with 6' x 6' posts on the front and dogeared wood side picket fence planks shall be allowed. All other fence posts must be 4' x 4.' Fences that face the street will be the picture frame wood panel with sides and back of the fence standard wooden dogeared fence panels. Fence lines must begin at the back of the house. No chain-link fences shall be allowed. No fence or wall shall be allowed on any lot: (a) in the front yard or any nearer to the street or road right-of-way line than ten (10) feet to the rear of the front of the residence (exclusive of open porches); (b) any nearer to a side street right-of-way line than the minimum building setback line along such side street right-of-way line; and (c) having posts or support members visible from adjacent streets, lots or any part of the Common Area.

6.4 Minimum Dwelling Size. No dwelling shall be permitted on any lot in the Subdivision, unless prior written approval of the same is received from the Architectural Control Committee as herein otherwise provided and shall have not less than 1430 square feet of Living Space. The ground floor area of a dwelling of more than one-story shall have not less than 1,430 square feet of Living Space, unless otherwise approved by the Architectural Control Committee.

6.5 Building Location. No building or structure or any part thereof shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the aforementioned recorded Subdivision Survey. For the purpose of this covenant, eaves, steps, carports, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6.6 Subdivision of Lots: Use as Access. None of the lots shall at any time be divided into as many as two (2) building sites and no building site shall be less than the area of the smallest lot platted in the block of which the building site is a part. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines or such integral unit than 10 feet. NO LOT, OR ANY PORTION THEREOF, MAY BE USED AS A ROAD, STREET OR IN ANY MANNER FOR THE PURPOSE OF PROVIDING ACCESS TO OTHER PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF DECLARANT.

6.7 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow shall not be obstructed, nor be diverted from, drainage or utility easements as designated above or on the aforesaid recorded plat of survey.

6.8 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 neighborhood.

6.9 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved by the Architectural Control Committee.

6.10 Signs. No sign of any kind shall be displayed to the public view on any lot except the professional sign of a licensed real estate sales broker or agency advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6.11 Vehicle Storage and Equipment Storage. No motorhomes, campers, camper-trailers, boats, boat trailers, utility trailers and/or commercial/construction equipment, no lawn mowers, tractors, lawn tractors or implements, and no trucks exceeding 3/4-ton, ATV's, side by sides, motorcycles, motor scooters, mopeds, golf carts or any motorized vehicle or battery operated or any other recreational vehicles, shall be kept or stored on any part of any said lots except: (i) within an enclosed garage; or (ii) at a location on the lot which shall be so placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such vehicles shall require the prior approval of the Architectural Control Committee. Parking shall only be allowed on the driveway of a lot, in an enclosed garage, or in a location on the lot which has been approved in accordance with the provisions set forth in this Article VI, Section 6.11. No cars are to be parked on the curve of the road. Repair or restoration of any vehicle parked in the driveway is prohibited. The pursuit of hobbies or other activities, including without limitation, the assembly or disassembly of motor vehicles and other mechanical devices, or other activities which might tend to be disorderly or unsightly shall not be pursued or undertaken in the front yard of any Lot or in any driveway, garage, carport or other place where such activity is visible from the street.

6.12 Headwalls and Driveways. Any other provision contained herein notwithstanding, any headwall placed on any of said lots shall be constructed of common brick and all driveways shall be constructed and made of concrete. All of said lots shall have said driveways and the same shall be a minimum width of ten (10) feet and shall run from the paving of the road to the minimum building set-back line for the respective lots. Extended pads for parking are not permitted.

6.13 Satellite Dishes. No Satellite dishes, outside antennae or other similar structures designed for the reception of television or radio signals shall be placed on any lot, unless same shall be so placed and screened, and kept, so as not to be visible from any street or lot within the subdivision or adjacent to the subdivision. Any fencing or screening for such antennae shall require the prior approval of the Architectural Control Committee.

6.14 Mailboxes. The subdivision is serviced through a collection box unit ("CBU"). The land on which the CBU is located will be owned by declarant and, when Declarant decides to do so, by the Association. If the CBU unit which services the Lot undergoes maintenance or is repaired at any time, each Lot Owner agrees to pay to the ACC or the HOA or Declarant, whoever repairs or maintains the CBU, the quotient of the total cost of the repair or maintenance and the number of Lots serviced by the CBU ("CBU Maintenance Fee"). Said CBU Maintenance Fee shall be paid within thirty days of notice of the CBU Maintenance Fee. If any Lot Owner fails to pay the CBU Maintenance Fee within thirty days of notice, the HOA, ACC, or Declarant, as appropriate, may take all available legal action to recover the fee including but not limited to, placing a lien on the Lot, which lien can include the CBU Maintenance Fee, filing fees, and reasonable attorney's fees, If Declarant, the HOA, or the ACC elect to take legal action without placing a lien on the Lot Owner's property, Declarant, the HOA, or the ACC may recover all filing fees and reasonable attorney's fees in addition to the CBU Maintenance Fee.

6.15 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

6.16 Livestock and Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, including no kennels or any other animal shelter where animals are maintained for boarding, holding, training or similar purposes are prohibited. No animals shall be kept on any lot in such manner as creates a nuisance or disturbance to the other lot owners, or violate any law, ordinance or regulation of the State of Georgia, the City of Warner Robins, Houston County or other applicable regulatory or governmental agency.

6.17 Recreational Equipment. To provide uniformity and aesthetic appearance, all playground equipment shall be placed, maintained, and confined to the backyard of the fenced lot. There shall be no basketball goal of any kind erected or installed (permanent or temporary) in the front yard of any lot or in any driveway of any lot forward of the front line of any dwelling situated thereon. All permanent or semi-permanent play equipment to include playgrounds, basketball goals, and trampolines must be located behind a fence.

6.18 Swimming Pools. Above ground swimming pools shall not be permitted. Swimming pool type and location shall be approved by the Architectural Control Committee and the Houston County Environmental Health Department, or other applicable regulatory agency.

6.19 Window Air Conditioning Units. Window air conditioning units shall not be permitted.

6.20 Sidewalks. As part of the construction on one side of the street, there shall be included a sidewalk in front of the dwelling and along the entire length of any public right-of-way adjacent to the lot (e.g. corner lots will require sidewalks along the entire length of the right-of-way), which shall be constructed to such specifications, have such dimensions, and have such quality of materials, as required for public sidewalks under the ordinances, rules and regulations then in effect in the City of Perry, Georgia. The sidewalks shall be located three feet (3') back of the curb and shall be of a uniform width of four feet (4'). The sidewalk construction required by this paragraph shall be at the expense of the lot owner and shall be paid for by the lot owner concurrently with the erection of the dwelling.

6.21 Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed at a location on the lot which shall be so placed and screened, and kept, so as not the be visible from any street within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Any fencing or screening required for said receptacle shall be approved by the Architectural Control Committee. Trash cans must be stored on the trash can pad.

6.22 Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot.

6.23 Sight and Distance at Intersections. No Fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.24 Landscaping.

(a) The builder, contractor, or owner of each residential lot shall, as a minimum, plant ornamental trees, plants and shrubs as follows: At least two (2) trees in the front yard and at least two (2) trees in the back yard, each having a minimum diameter of at least two and one-half (2½) inches at a point two (2) feet from ground level; a minimum of eight (8) shrubs installed in the front yard. Additionally, the front yard, and side yards of each lot shall be sodded and equipped with an underground, automatic irrigation system.

(b) No tree greater than three inches (3") in diameter shall be removed from any Lot without the prior written approval of the Architectural Control Committee.

(c) All landscaping materials must maintain a natural appearance. Mulch must be natural red, black, or brown, or pine straw or river rock. No unnatural colors to include white, blue, green, purple, or other unnatural color rock, stone, mulch, or similar landscaping materials may be used on any Lot.

(d) No cement blocks or brick may be used as decoration around flowerbeds.

(e) No more than 6 potted plants may be placed around outside of house.

(f) No statues or similar yard ornamentation may be installed on any Lot.

6.25 Solar Panels. No solar panels shall be located on any lot in the subdivision.

6.26 Diligence. The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner and shall be completed within nine (9) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

6.27 Variances. The restrictions set out in this Instrument may be altered, varied, or waived on an individual lot basis upon compliance with the following regulations and procedures, to wit:

(a) Any owner of any lot in said section desirous of securing a waiver or variance of said restriction shall request the same in writing and shall deliver said petition to any member of the Architectural Control Committee hereinbefore named;

(b) If the Architectural Control Committee, in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing;

(c) The written approval of any requested alteration or variance by the Architectural Control Committee shall constitute absolute waiver of and shall otherwise void the restrictions contained in this paragraph relative to the subject lot;

(d) The waiver of the restrictions contained in this paragraph on any petitioned lot shall not constitute a waiver of said restriction on any other lot; and,

(e) Unless the written approval as outlined herein is secured, the restrictions contained in this paragraph shall be binding and of full force and effect. Provided, further that if the Architectural Control Committee fails to notify the petitioning landowner of its approval within thirty (30) days of its receipt of the request, said request shall be deemed to have been denied.

6.28 Rental Restrictions. No home will be rented for a period of less than one (1) year. No Airbnb rentals or other short term vacation rentals are allowed. Homeowner must submit name and contact information of renters to HOA within five (5) days of rental agreement. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, and any rules and regulations promulgated by the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner for any violation or failure to act on the part of the Owner or such tenant under these covenants, and specifically assess all costs associated therewith against the Owner and the Owner's property. All provisions of the Declaration, By-Laws, and any rules and regulations, design standards, and all regulations

which govern the Owner and which provide for sanctions against Owners shall also apply to all persons who occupy the property (the "Occupants"), even though Occupants are not specifically mentioned.

ARTICLE VII

MAINTENANCE

7.1 Duty of Maintenance. Owners and occupants (including Lessees) of any part of The Properties shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that portion of The Properties so owned or occupied, including buildings, improvements, fencing, outbuildings and grounds in connection therewith, in a well maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following :

a. Prompt removal of all litter, trash, refuse, non-permitted vehicles and wastes;

b. Lawn mowing;

c. Tree and shrub pruning;

d. Keeping lawn and garden areas alive, free of weeds, and attractive;

e. Watering lawns and outdoor shrubs and plants;

f. Keeping parking areas, driveways, and roads in good repair;

g. Complying with all government health and police requirements;

h. Repainting of improvements; and,

j. Repair of exterior damages to improvements.

7.2 Commencement of Maintenance Obligation. The duty of maintenance imposed under Section 7.1 hereof shall commence with respect to each Lot when such Lot is first cleared in connection with the construction of a Dwelling. Until the time such Lot is first cleared, the Lot may be maintained in its natural, vegetative state, provided same shall not constitute or become a nuisance or be maintained in violation of the applicable ordinances, rules and/or regulations of any applicable governmental authority or agency.

7.3 Enforcement. If, in the opinion of the Architectural Control Committee, any such owner or occupant has failed in any of the foregoing duties or responsibilities then the Committee may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Committee, acting through its authorized agent or agents, shall have the right and power (but not the obligation) to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of the lot or lots on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Committee for such cost. If such owner or occupant shall fail to reimburse the Committee within 30 days after the receipt of a statement for such work form the Committee, then said indebtedness shall be a debt of all of said persons jointly and severally

and shall constitute a lien against the lot or lots on which said work was performed.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Duration. This Declaration and the covenants, restrictions and provisions set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee and every owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years beginning on the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless terminated in accordance with *O. C. G. A. § 44-5-60,* as amended.

8.2 Amendments. This Declaration may be amended (except as otherwise provided in this Declaration) during the first twenty (20) year period by an instrument adopting such amendment signed by the record title owners of at least ninety per cent (90%) of all of the lots comprising the Properties, and thereafter by an instrument signed by the record title owners of at least seventy-five per cent (75%) of all of the lots comprising the Properties.

8.3 Meeting: Notice. Whenever this Declaration provides for a meeting of the record title owners of the lots or parcels comprising the Properties, such meeting may be called for the specified purpose on the request of the record title owners of not less than twenty percent (20%) of the lot or lots then comprising the Properties subject to this Declaration. "Notice" for the purposes of this Declaration shall be deemed to have been given when deposited with the United States Postal Service for mailing by First Class Mail, Registered or Certified, with adequate postage thereon to assure delivery, addressed to the owner entitled to receive such notice at such owner's mailing address as reflected on the most recent tax digest published by Houston County, Georgia, unless such owner has given written notice to the Architectural Control Committee of a different address, in which event such notice shall be sent to the owner at the address so designated. The receipt of the Postal Service for such mailing will be deemed sufficient proof of mailing, and such Notice shall be deemed to have been delivered on the third (3rd) business day following its mailing.

8.4 Enforcement. The Declarant and/or the Architectural Control Committee shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any Declaration hereafter filed by Declarant or any subsequent owner. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Declarant, the Committee, or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

8.5 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

8.6 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

8.7 Lender Approval Required. The provisions of this Declaration may not be released, rescinded, waived, modified, or amended, without the prior written consent of any Lender or holder of a valid deed to secure debt covering all or any portion of the Future Development Property.

8.8 Street Lighting Contract. As a benefit to each of the owners of lots in said subdivision, public street lighting shall be furnished in said subdivision and the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corporation, its successors, and assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and affixed its seals to these presents as of the day and year first written above.

LANGSTON RD DEVELOPMENT, LLC

Signed, sealed and delivered
In the presence of:

By: WCH DEVELOPMENT, LLC, Sole Member

By: WINGATE CUSTOM HOMES, LLC, Sole Member

Witness

_____(seal)

By: **Harry Lee Wingate, IV**
Title: **Managing Member**

Notary Public

MICHELE M HOWELL NOTARY PUBLIC LAURENS COUNTY GEORGIA EXPIRES May 17, 2026

ACCEPTED:

Signed, sealed and delivered
In the presence of

AMERICAN PRIDE BANK

Witness

Notary Public

By: **Daryl Cohen**
Title: **As its Vice President**

(SEAL)





EXHIBIT "A"

Description of the Properties

All those lots or parcels of land situate, lying and being in Land Lots 75 and 86 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86 and 87, **Bankstone Landing Subdivision, Phase 1**, according to a map or plat of survey of said Subdivision prepared by Wellston Associates Land Surveyors, LLC, certified by Spencer H. Johnson, Georgia Registered Land Surveyor No. 3171, dated August 21, 2023, revised September 14, 2023, a copy of which is of record in Plat Book 84, Pages 182-183, Clerk's Office, Houston Superior Court. Said tract of land has the metes, bounds, courses, distances and dimensions as shown on the aforesaid plat which is specifically incorporated herein by reference for all purposes.