

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR
SMITH OAKS**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Smiths Oaks (this "Declaration") is made this ____ day of _____, 2021, by **Red Rock Land Development, LLC** ("Declarant").

**Article I
STATEMENTS OF PURPOSE AND DECLARATION**

1.1. Owner. Declarant is the owner of the property located in the County of Columbia, State of Georgia, described as _____ on that certain Map as defined herein. Declarant hereby makes the following declarations.

1.2. Purpose. The purpose of this Declaration is to create a planned residential community (the "Project") in a natural environment and in an environmentally sound manner that will be known as "**Smith Oaks**".

1.3. Intention of Declarant. Declarant intends to protect the value and desirability of the Project, further a plan for the improvement of the Project, create a harmonious and attractive development, and promote and safeguard the health, comfort, safety, convenience and welfare of the owners of Lots in the Project.

1.4. Development and Use. Upon completion, the Project will consist of individual residential Lots.

1.5. Imposition of Covenants. To accomplish the purposes indicated above, Declarant hereby declares that from the date of recording this Declaration forward, the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants shall run with the land and be binding upon all persons having any right, title or interest in all or any part of the Property (including Declarant) and their heirs, successors and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each Owner of the Property. All Owners (including Declarant) are subject to all rights and duties assigned to Owners under these Covenants. During the period that Declarant is the Owner of a Lot, Declarant also enjoys the same rights and assumes the same obligations as they relate to each Lot owned by Declarant.

**Article II
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

2.1. "Buildings" mean the buildings (including all fixtures and improvements contained within them) located on the Property.

2.2. "Declarant" means Red Rock Land Development, LLC and its assigns, including any Successor Declarant to the extent the rights of Declarant are assigned to the Successor Declarant as provided in this Declaration below.

2.3. "Roadway" means any portion of the Project on which the Declarant or the Owners shall construct a private Roadway (the term "Roadway" shall be defined to include a paved roadway together with accompanying landscaping and fencing). Declarant reserves the right to establish a private Roadway (as necessary) over any annexed additional property added to the Project in the future, and the use and maintenance of any such Roadway shall be governed by a written amendment to this Declaration.

2.4. "Individual Lot" or "Lot" means any parcel of land designated for separate ownership and occupancy depicted on the Map. Unless the context indicates otherwise, the term Individual Lot or Lot includes all improvements on the Lot.

2.5. "Map" means that the final recorded Plat of Smith Oaks Subdivision, prepared by H&C Surveying, Inc. dated _____, and recorded in in the Office of the Clerk of Superior Court of Columbia County, Georgia in Deed Book ____, Page ____, and any amendments, or supplements thereto or replacements thereof recorded by Declarant in said records.

2.6. "Mortgage" means any mortgage, deed to secure debt, or other document which is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia and which encumbers any portion of the Property or interest therein as security for payment of a debt or obligation.

2.7. "Mortgagee" means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.8. "Owner" means the owner of record (including Declarant), whether one or more persons, of fee simple title to any Lot, but does not mean or refer to any person who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person has acquired fee simple title pursuant to the foreclosure or other proceedings.

2.9. "Period of Declarant Control" means the period during which Declarant (or any Successor Declarant) controls the development of the Property. The Period of Declarant Control will begin on the date this Declaration is filed of record with the Office of the Clerk of Superior Court of Columbia County, Georgia and shall terminate on the later of the following: (i) 60 days after Declarant has conveyed to parties (other than a Successor Declarant) all Lots originally owned by Declarant in the Project and construction is complete of 100% of the residences to be constructed on said Lots, or (ii) the date on which Declarant (or any Successor Declarant) voluntarily terminates the Period of Declarant Control by recording a notice to that effect in the Office of the Clerk of Superior Court of Columbia County, Georgia, whichever of the foregoing dates or events occurs first. After the termination of the Period of Declarant Control, Declarant, if still an Owner, will have all rights and duties ordinarily given to Members under this Declaration.

2.10. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or combination thereof.

2.11. "Project" means the planned residential development established by this Declaration known as "Smith Oaks" and being comprised of the Property.

2.12. "Project Documents" means the basic documents creating and governing the Project, including, but not limited to, this Declaration and the Map.

2.13. "Property" means the real property described on Exhibit A and subjected to this Declaration.

2.14. "Successor Declarant" means any party or entity to whom Declarant assigns all of its rights, obligations, or interest as Declarant, as permitted herein, and evidenced by an assignment or deed of record in the Office of the Clerk of Superior Court of Columbia County, Georgia, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, Declarant's rights and obligations under the Declaration shall cease and terminate to the extent provided in such document.

Article III THE PROJECT

3.1. Establishment of the Project. By this Declaration, the Project is established as a planned residential development as shown on the Map. Declarant reserves the future right to annex additional real property into the Project without the approval of any other person, Owner, or entity.

3.2. Division Into Lots. The Property shall be divided into Individual Lots, each consisting of a fee simple interest in the land and any improvements located thereon. No lot shall be subdivided, or its boundary lines changed, nor shall application be made to Columbia County, Georgia, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves unto himself and his heirs and assigns, the right to re-plat and change the boundary lines or further subdivide or add to any lot or lots owned by him in order to create a modified building lot or lots and to make such re-platted lot suitable or fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of the said re-platted lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot with only the exterior boundary lines of the resulting larger lot being considered in the interpretation of this Declaration.

3.3. Delineation of Lot Boundaries. The boundaries of each Lot is delineated and designated on the Map as recorded with the Office of the Clerk of Superior Court of Columbia County, Georgia.

3.4. Inseparability of Lot. No part of a Lot or of the legal rights comprising the ownership of a Lot may be partitioned or separated from any other part thereof during the period of ownership prescribed in this Declaration. Each Lot shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete disposition of a Lot and any part thereof shall be presumed to be a disposition of the entire Lot, together with all appurtenant rights and interests created by law or this Declaration.

Article IV MAINTENANCE RESPONSIBILITIES

4.1. Owner's Rights and Duties With Respect to Interiors. Each Owner shall have the exclusive duty to maintain and repair at the Owner's sole cost and expenses the landscaping, drives, walkways, fencing, and other improvements on such Owner's Lot. No Owner shall alter the exterior of any improvements on such Owner's Lot unless such Owner complies with the architectural controls set forth in this Declaration. An Owner's failure to maintain his or her property shall subject the Owner to a judicial action brought by the Declarant or any other Owner to force compliance with these requirements.

Article V CONVEYANCES AND TAXATION OF LOTS

5.1. Conveyance Description. Every instrument of conveyance, Mortgage, or other instrument affecting title to a Lot which legally describes the Lot shall be construed to describe the Lot, together with the easement rights in any future shared Roadway, to incorporate all the rights incident to ownership of a Lot and all the limitations of ownership as described in this Declaration.

5.2. Separate Tax Assessments. Upon the recording of this Declaration and the recording of the Map of record in Columbia County, Georgia, Declarant shall take all actions necessary so that all taxes, assessments and other charges by the State or any governmental or political subdivision or any other taxing agent or assessing authority shall be assessed against and collected on each Lot, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose. The lien for taxes assessed to the Owner or Owners of a Lot shall be confined to the Individual Lot.

Article VI MECHANICS' LIENS

Subsequent to the filing of the Map and this Declaration, no labor performed or materials furnished for use and incorporated into any Lot with the consent of or at the request of the Owner of the Lot

or the Owner's agent, contractor, or subcontractor shall be the basis for filing of a lien against a Lot of any other Owner not expressly consenting to or requesting the same. Each Owner shall indemnify and hold harmless each of the other Owners from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Lot and the Lots of the other Owners or any portion thereof.

Article VII USE RESTRICTIONS

7.1. Use of Lots. All Lots shall be used for single family dwelling purposes only. Owners of the Lot may rent or lease such Lot to others for the purposes allowed under this Declaration and may use the Lot for home occupations which do not cause unreasonable disturbance to other Owners and which are permitted by applicable laws and this Declaration. For purposes hereunder, any home occupation that results in increased traffic flow or noise or constitutes a nuisance shall be deemed an unreasonable disturbance and shall not be permitted. Further, no signage or other identification that an occupation is conducted within such Lot is permitted.

7.2. Conveyance of Lots. All Lots shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way and other provisions contained in this Declaration, as they may be amended from time to time.

7.3. Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Lot which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project. Nothing shall be done or kept in any Lot which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage or waste shall be committed by any Owner, and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by the Owner, the members of the Owner's family, or guests, invitees, tenants or contract purchasers.

7.4. Structural Alterations and External Appearance. No structural alterations to any Lot shall be made or caused to be made by any Owner without the prior written approval of the Declarant as set forth herein.

7.5. Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Lot except (i) signs required by law, and (ii) signs approved by the Declarant subsequently created, all of which must be in keeping with the character of the community and subject to the rules and regulations for signs established by the Declarant.

7.6. Animals and Pets. Owners may maintain household pets, and not more than four (4) small farm animals (limited to chickens, goats, ducks and sheep) per Lot, provided that such pets are under the control of such Owner or its agent. No horses or cows shall be allowed.

7.7. Noise. Owners of pets in the Project will be required to take all action necessary to control excessive barking or other disturbances caused by such pets.

7.8. Trash. No trash, ashes, building materials, firewood, or other unsightly items may be thrown, dumped, or stored on any land or areas within the Project. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage of refuse (which storage shall be in the garage or other enclosed structure). The foregoing notwithstanding, trash receptacles may be placed roadside for a period not to exceed twenty-four hours prior to or after any day when the trash is being picked up by a trash service.

7.9. Construction Rules and Regulations. All Owners and contractors shall comply with the rules and regulations regulating construction activities.

7.10. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Project. Further, no Owner shall dispose of or allow any person under the Owner's control or direction to release, discharge, or omit from the Project or dispose of any material on the Project that is designated as hazardous or toxic under any federal, state, or local law, ordinance or regulation.

7.11. No Outside Clotheslines. No laundry or wash shall be dried or hung outside of any structure that can be seen from any roadway and/or any other dwelling located within the Project.

7.12. Antennae. No exterior radio, television, microwave, or other antenna shall be permitted outside any structure unless authorized by the Declarant and in conformity with Columbia County, Georgia code regulations. A satellite dish or signal capture or distribution device less than eighteen (18") inches in diameter will be permitted so long as it is not visible from any adjacent roadway, common area, or neighboring residence. Satellite dishes in excess of eighteen (18") inches in diameter must be approved by the Declarant.

7.13. Outside Burning. No Owner shall permit any condition with the Project which creates a fire hazard or is in violation of fire prevention regulations.

7.14. Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Project so as to be offensive or detrimental to any other part of the Project or its occupants.

7.15. Leasing. An Owner shall have the right to lease a Lot, subject to the condition that the Owner shall be liable for any violation of the Project Documents committed by the Owner's tenant. Any lease of a Lot must be in writing and must be subject to the requirements of the Project Documents.

7.16. Vehicles.

7.16.1. No junk or abandoned vehicle may be maintained within the Project. Junk or abandoned vehicles are defined as those not in operating condition or not currently licensed or insured so as to allow them to be driven on a public roadway.

7.16.2. Utility trailers, cargo trailers, boats, campers and RVs may be stored on the Lot but must be in good working order, stored neatly on the Lot and generally out of sight from the main road and if possible houses on adjoining lots.

7.17. Setbacks. A residential dwelling constructed on any lot within the Project shall be placed within the setbacks shown on the recorded plats of the Project.

7.18. Driveways. All driveways within the Project shall be paved with concrete or asphalt or made of gravel. Driveways shall be graded for "sheet-flow" drainage to a grass filter or mulched landscaped area immediately adjacent to the driveways.

7.19. Minimum square footage. All residential dwellings constructed within the Project shall have a minimum heated area of two thousand eight hundred (2,800) square feet, excluding open porches and garages, unless waived by the Declarant.

7.20. Landscaping. Other than areas of a lot devoted to a driveway, all remaining open land shall remain wooded or shall be planted in grass. Should surface water runoff from outbuildings or other improved areas become problematic to adjacent Lot owners, remediation measures shall be immediately made at the sole expense of the offending Owner.

7.21 Gates. The Declarant shall adopt regulations and guidelines for the installation of any gates constructed at an entrance to any lot in the Project.

7.22. Solar panels. Any solar panel installed by an Owner shall be placed at the rear of the residential dwelling out of sight of the roadway fronting on a Lot unless this requirement is specifically waived by the Declarant.

7.23. Mobile and Modular Structures. No mobile or modular built home, tent, shack, camper, or any other temporary or portable structure shall be allowed in the Project.

7.24. Special Vehicles. All construction, delivery, landscaping, service and maintenance vehicles must load and unload off of any road within the Project. Only wheeled vehicles may use the paved surfaces; no tracked vehicle of any type may use or cross any paved surface.

Article VIII PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

8.1. Easements of Utilities. Declarant does hereby grant for the benefit of the individual Lots non-exclusive easements for utilities, which easements are appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

8.2. Easements of Record. The Property will be subject to all easements shown on the Map and to any other easement of record as of the date of recordation of this Declaration or an Owner's acquisition of an Individual Lot. Some portions of the Project are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. No Owner shall construct any improvements or take other action within such wetlands which would be prohibited under such laws or regulations.

8.3. Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Project and the individual Lots, in the proper performance of their duties.

8.4. Easements of Access for Repair, Maintenance and Emergencies. Some of the easements may be located within or accessible only through the Individual Lots. The Declarant and Owners shall have the irrevocable right to have access to each Individual Lot and to all easements located therein or accessible therefrom from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the easement or for making emergency repairs therein necessary to prevent damage to any Individual Lot.

8.5. Roadway Maintenance. Any future Roadway (as defined herein and to include the paved driveway thereon, as well as all surrounding landscaping and fencing) shall be maintained pro-rata among the Owners of each individual Lot benefited by the use of said Roadway, whereby the upkeep and maintenance costs associated with same shall be borne by each said Lot Owner to be calculated and invoiced by Declarant upon the need for any repairs and/or maintenance. Any such invoice, coupled with reasonable documentation supporting such request, shall be paid by the respective Owners no later than fifteen (15) days receipt of same.

8.6. Indemnity. No Owner, nor its contractors, invitees, consultants, successors and assigns, shall be liable to any other Owner, or its successors or assigns, or its respective tenants, agents, contractors, or invitees for any personal injury (including, without limitation, death) or property damage (including, without limitation, theft) in any way connected with the use of any right or easement herein granted to any other Owner, except to the extent due to the negligence or willful misconduct of the Owner or lessee of the affected Lot, as the case may be. Each Owner shall indemnify, defend (with counsel reasonably acceptable to the Owner or lessee of the affected Lot, as the case may be) and hold the Owner or lessee of the affected Lot, and its respective contractors, consultants, successors, and assigns, harmless from and against any and all liens, liabilities, costs or expenses (including reasonable attorney's fees), incurred in connection with,

arising out of, occurring due to, or in any way related to the use of the easements herein granted, excluding, however, any personal injury or property damage to the extent the same is due to the negligence or willful misconduct of the Owner or lessee of the affected Lot, as the case may be.

8.7. No Dedication or Third Party Rights. Nothing in this Agreement is intended nor shall it constitute a dedication of any portion of the Owners' respective Lots, nor the right to use any portion of the Owners' respective Lots, to the general public for any public use or purpose whatsoever, nor shall any Owner claim any right to continued usage of the easements granted herein, whether by prescription or other adverse or any other non-consensual interest whatsoever.

8.8 Landscape Easement Buffer. Declarant hereby establishes for the benefit of the adjoining Lots and the Project, a Landscape Easement Buffer on Lot 10 running along the road bordering property known at 3349 Rosemont Road. Declarant has planted landscaping within this easement that shall remain for the benefit of the adjoining Lots and all property owners within the Smith Oaks Project. The Declarant and/or the Lot Owners may from time to time elect to plant additional landscaping within this easement to further screen the adjacent said properties.

Article IX DECLARANT RIGHTS AND RESERVED RIGHTS

9.1. General Provisions. Until the expiration of the Period of Declarant Control, Declarant will have the following Special Declarant Rights with respect to all of the Property:

9.1.1. Construction and Completion of the Project. The right to construct and complete the roads and infrastructure of the Project.

9.1.2. Development Rights. The right to development of the Project, including, without limitation, the rights reserved by Declarant as follows:

(a) The right to create and/or reconfigure Lots and Common Elements on the Property.

(b) The right to subdivide Lots on any part of the Property.

9.2. Order of Exercise of Declarant's Rights. Exercise of Declarant's rights hereunder as to one portion of the Property will not operate to require Declarant to exercise such rights with respect to any other portion of the Property.

9.3. Supplemental Provisions Regarding Declarant's Rights. Declarant reserves the right to amend this Declaration and any Map in connection with the exercise of any Special Declarant Rights to the extent permitted by law.

9.4. Utility Easements. Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in and under the Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electrical, cable and other communications systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits and conduits under and over the Property. No water, sewer, gas, telephone, electrical, communications, sprinkler systems, or other utility lines or services, systems, or facilities may be installed or relocated on the surface of the Property unless approved by Declarant prior to the expiration of the Period of Declarant Control, or by the Owners after such expiration. These items may be temporarily installed above ground during construction, if approved by Declarant.

9.5. Drainage and Irrigation Easements. Declarant reserves for itself and its successors and assigns an easement to enter on, across, over, in and under any portion of the Property for the purpose of

modifying any drainage channels and/or water retention ponds on the Property to improve the drainage of water. Declarant also reserves for itself and its successors and assigns the right to construct, access, and maintain irrigation lines on the Property for such other purposes as Declarant may from time to time deem appropriate.

9.6. General Provision. Any entity using these general easements provided under this Article shall use its best efforts to install and maintain the easements for utilities, drainage, or irrigation lines without disturbing the uses of the Owners and Declarant; shall prosecute its installation and maintenance activities as promptly as possible and, in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, either Declarant shall have, and are hereby given the right and authority, to grant such easement upon, across, over, or under any part of all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easements affecting the Property.

Article X ARCHITECTURAL CONTROL

10.1. Rights with Respect to Remodeling and Construction. There shall be no new construction or exterior addition, change, or alteration to any improvement on any Lot or landscaping thereon until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted and approved in writing by the Declarant or its assigns operating as an Architectural Control Board, as per the Smith Oaks Planning, Construction, and Development Criteria which Declarant may amend and/or supplement in Declarant's sole discretion. The Declarant shall approve or disapprove said plans in its sole discretion and all improvements and alterations shall be completed only in accordance with approved plans.

10.2. Purpose and General Authority. The Declarant shall review, study and either approve or disapprove proposed improvements or alterations on any Lot, all in compliance with this Declaration and as further set forth in the rules and regulations the Declarant may establish from time to time. No improvement, alteration or landscaping shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the improvements, alterations or landscaping shall have been approved by the Declarant; provided, however, that interior improvements may be undertaken without such approval. It is the intention of the Declarant to allow the construction of structures to be erected on any lot on the Property in such location on each lot as will more fully enhance the natural harmony and aesthetic appeal of the Project. Building setbacks shall be set forth on the recorded plats of the Property. If any lot is re-subdivided or enlarged pursuant to the provision of paragraph 3.2, any side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

10.3. Declarant Discretion. The Declarant shall exercise reasonable efforts to provide that all improvements conform and harmonize with the Project. In passing on building plans, specifications, site plans, or grading plans, the Declarant shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the Property. All fences, walls, barbecue pits, detached garages, and other accessory buildings shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main dwelling. The actions of the Declarant in the exercise of his discretion by his approval or disapproval of plans and other information submitted to him, or with respect to any other matter before him, shall be conclusive and binding on all interested parties.

10.4. Other Requirements. Compliance with the Declarant's process is not a substitute for compliance with applicable building, zoning and subdivision regulations, and each Owner is responsible for

obtaining all approvals, licenses and permits as may be required prior to commencing construction of any improvements.

10.5. Enforcement and Inspection. The Declarant or any authorized agent may enter upon any Lot, at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect improvements constructed or under construction on the Lot to determine whether the improvements are being built in compliance with the Project Documents and the plans and specifications approved by the Declarant.

10.6. Deemed Nuisances. Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy against an Owner shall be applicable.

10.7. Continuity of Construction. All improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within twelve (12) months after commencement unless an exception is granted in writing by the Declarant. If an improvement is commenced and construction is then abandoned for more than thirty (30) days, or if construction is not completed within the required twelve (12) month period, then after notice and opportunity for hearing, the Declarant may impose a fine in an amount established from time to time to be charged against the Owner of the Lot until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Declarant that such abandonment is for circumstances beyond the Owner's control. No building or structure shall be constructed prior to the construction of the main dwelling except to allow a shop or garage with an apartment to be constructed prior to the main dwelling upon approval of Declarant.

Article XI ENFORCEMENT OF COVENANTS

11.1. Violations Deemed a Nuisance. Every violation of this Declaration or any other of the Project Documents is deemed to be a nuisance and is subject to all remedies provided for the abatement or correction of the violation.

11.2. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Project Documents as the same may be amended from time to time.

11.3. Failure to Comply. Failure to comply with the Project Documents will be grounds for an action to recover damages or for injunctive relief. Reasonable notice and an opportunity for a hearing will be given to the delinquent party prior to commencing any legal proceedings.

11.4. Who May Enforce. Any action to enforce the Project Documents may be brought by Declarant or any individual Owner. Such an action may be brought against the Declarant or any Owner.

11.5. Remedies. In addition to the remedies set forth above in this Article, any violation of the Project Documents shall give to the Declarant, on behalf of the other Owners, or another lot Owner the right to enter upon the offending premises to take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing, or condition that may exist thereon contrary to the Project Documents. If the offense occurs in any easement or the like, the cure shall be at the expense of the Owner or other person responsible for the offending violations.

11.6. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

11.7. No Waiver. The failure of the Declarant or any aggrieved Owner to enforce the Project Documents will not be deemed a waiver of the right to do so for any subsequent violation or of the right to enforce any other part of the Project Documents at any future time.

11.8. No Liability. The Declarant or any Owner will not be liable to any other Owner for the failure to enforce any of the Project Documents at any time.

11.9. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Project Documents, or in any legal proceeding (whether or not suit is instituted) for damages or for the enforcement of the Project Documents or the restraint of violations of the Project Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees as may be incurred.

Article XII

DURATION OF THESE COVENANTS AND AMENDMENTS

12.1. Term. The Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the twentieth (20th) anniversary of the date this Declaration is first recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia. Thereafter, the Declaration will automatically extend for successive periods of twenty (20) years each, unless otherwise terminated or modified as provided below.

12.2. Amendment. This Declaration, or any provision of it, may be extended, modified, or amended as to the whole or any portion of the Property upon the written consent of Owners holding two-third ($\frac{2}{3}$) or more of the lots in the Project. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors and assigns.

12.3. Declarant's Approval. Notwithstanding the provisions of Section 12.2, no extension, modification, or amendment of this Declaration will be effective in any event during the Period of Declarant Control, unless the written approval of Declarant is first obtained.

12.4. Notice of Amendment. No amendment will be effective unless a written notice of the proposed amendment is sent to every Owner at least thirty (30) days in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent to the same.

12.5. Effective on Recording. Any modification or amendment made in accordance with this Declaration will be immediately effective upon recording in the Office of the Clerk of Superior Court of Columbia County, Georgia a copy of such amendment or modification executed and acknowledged by the necessary number of Owners (and by Declarant, as required).

Article XIII

MISCELLANEOUS PROVISIONS

13.1. Severability. This Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

13.2. Construction. In interpreting words in this Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

13.3. Headings. The headings are included only for purposes of convenient reference and they will not affect the meaning or interpretation of this Declaration.

13.4. Limitation of Liability. Neither the Declarant nor his successor will be liable to any party for any action or for any failure to act with respect to any matter arising by, through, or under the Project Documents if the action or failure to act was made in good faith.

13.5. Assignment. Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the Property for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia.

13.6. Limit on Timesharing. No Owner of any Lot shall offer or sell any interest in such Lot under any "timesharing" or "interval ownership" plan, or any similar plans.

13.7. Counterparts. This Declaration and the required approvals and joinders to it, may be executed in two or more counterparts which, when taken together, shall evidence the agreement of Declarant and all such parties approving or joining in this Declaration.

SIGNED, SEALED and DELIVERED
in the presence of:

Red Rock Land Development, LLC (SEAL)

Witness

By: Stephen Mark Ivey
As its: _____

Notary Public