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Deed Book 1690, Page 397

Muscogee County, Georgia

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRINGLAKE

Cartledge, Cartledge & Posey
1024 Second Avenue
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPRINGLAKE

STATE OF GEORGIA

COUNTY OF MUSCOGEE

THIS DECLARATION, made this 15th day of November, 1977, by FIRST COLUMBUS SERVICE CORPORATION, a Georgia Corporation, (hereinafter called the "Declarant");

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the property described in Exhibit "A" attached hereto and , by reference, made a part hereof and desires to create thereon an exclusive residential community having certain amenities for the use and benefit of all property owners within such community; and,

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the amenities; and to this end, desires to subject the property described in Exhibit "A", together with such additions as may hereafter be made pursuant to Article II hereof, to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth, each of which is intended for the benefit of said property and each owner of any part thereof; and,

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which can be delegated and assigned the power and authority of maintaining and administering the amenities , administering and enforcing the covenants governing same and collecting and disbursing all assessments and charges necessary for the maintenance, administration and enforcement, as hereinafter provided; and,

WHEREAS, the Declarant is causing to be incorporated under the laws of the State of Georgia a non-profit corporation known as Springlake Bath and Tennis Club, Inc., for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant hereby declares that the property described in Exhibit "A" attached hereto and, by reference, made a part hereof and such additions thereto as may hereafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The Following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) “Club” shall mean and refer to Springlake Bath and Tennis Club, Inc., a Georgia non-profit corporation, its successors and assigns.

(b) “Club Properties” shall mean and refer to all property and improvements thereon, if any, now or hereafter owned, leased, or in the possession of the Club including, but not limited to, that property which is designated Club Properties on the plat of survey referred to in Exhibit “B” attached hereto and, by reference, made a part hereof, which exhibit contains a legal description of the Club Properties to be owned by the Club before all lots shown on said plat of survey have been conveyed to owners for purposes of residential occupancy. All Club Properties are to be devoted to and intended for the common use and enjoyment of the residents of the property as shown on Exhibit “A” attached hereto, subject to the published rules and regulations adopted by the Club’s Board of Directors; provided, however, that any property leased by the Club shall lose its character as Club Properties upon the expiration of such lease.

(c) “Declarant” shall mean and refer to First Columbus Service Corporation, a Georgia corporation, the person executing this Declaration, or (2) any successor-in-title to said person to all or some portion of the property then subject to this Declaration; provided, however, that such successor-in-title shall acquire such property for purposes of development or sale; and, provided further, that in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the “Declarant” hereunder by the grantor of such conveyance, which grantor shall be the “Declarant” hereunder at the time of such conveyance; or (3) should any of the property subject to this Declaration become subject to a first mortgage given by “Declarant” as security for the repayment of a loan, then all of the rights, privileges and options herein reserved to “Declarant” shall inure to the benefit of the holder of such mortgage upon becoming the owner of all the property then subject thereto through whatever means, or the purchaser of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; provided, however, that all rights, privileges and options herein reserved to “Declarant” may be transferred to the successor-in-title of an such acquirer of title to such property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property; and, provided further, that in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the “Declarant” hereunder by the grantor of such conveyance, which grantor shall by the “Declarant” hereunder at the time of such conveyance. In the event that persons specified in both (2) and (3) above become entitled to succeed to the interests of “Declarant” as therein provided, then, as between such persons, any person entitled to be “Declarant” by virtue of (3) above, shall be “Declarant” instead of any person entitled to be Declarant by virtue of (2) above.

(d) “Lot” shall mean and refer to any improved or unimproved parcel of land located within the Properties which is used or intended for use as a site for a single family dwelling and which is shown on any recorded plat of any part of the Properties.

(e) “Member” Shall mean and refer to all those persons who are members of the Club as provided for in Article III, Section 1, hereof.

(f) “Mortgage” shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including, but not limited to, security deeds, loan deeds and deeds to secure debt.

(g) “Mortgagee” shall mean and refer to the holder of record, whether it be one or more persons, of a mortgage.

(h) “Owner” shall mean and refer to the record owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Club and those persons having such interest merely as security for the performance of an obligation.

(i) “Person” shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(j) “Properties” shall mean and refer to the property described in Exhibit “A” attached hereto and, by reference, made a part hereof and such additions thereto as may be made pursuant to Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Property Hereby Subjected to this Declaration. The Property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Covenants consists of that which is described in Exhibit “A” attached hereto and, by reference, made a part hereof.

Section 2. Additions to the Properties. Additional property may become subject to the Declaration in the following manner:

(a) Additions by the Declarant as a Matter of Right. The Declarant, its successors or assigns, shall have the right, without consent of the Club, at any time or times on or before December 31, 1999, to bring within the scheme of this Declaration and make a part of the Properties all or any portion of the property described in Exhibit “C” attached hereto and, by reference, made a part hereof not theretofore made a part of the Properties; provided that, should the Declarant, its successors or assigns, elect not to subject such property or any part thereof to the scheme of this Declaration, the Declarant, its successors or assigns, shall not be obligated to

impose covenants thereon the same as or similar to the covenants contained herein. Notwithstanding anything contained herein which might be otherwise interpreted to produce a contrary result, this Declaration does not create any charge, lien or any other encumbrance or restriction on or affect in any way the title to any property other than that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof. The additions authorized under this subsection shall be made by filing of record one or more Supplementary Declaration with respect to the additional properties, executed by the Declarant, its successors or assigns, which shall extend the scheme of the Covenants contained herein to such properties and thereby subject such additions to assessment for their just share of the Club expenses. Said Supplementary Declarations may contain such complementary additions and modifications of the Covenants contained herein as may be necessary to reflect the different character of the additional properties (e.g., single family attached residences, condominium residences, apartments and commercial facilities) and as are not inconsistent with the scheme of this Declaration; provided, however, that improvements constructed or to be constructed on such additional properties shall be of comparable or higher quality construction and aesthetically compatible in terms of architectural style with the improvements constructed or to be constructed on the property described in Exhibit "A" attached hereto. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the Covenants established by this Declaration regarding the property described in said Exhibit "A".

(b) Additions Pursuant to Club Approval. Upon approval in writing of the club pursuant to a vote of its members and upon compliance with such terms and conditions as may be imposed by the Club pursuant to such vote, the owner of any property, other than that which may be subjected to the scheme of the Declaration by the Declarant, its successors or assigns, as a matter or right, who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Club, may file of record a Supplementary Declaration as described in subsection (a) above except that each such Supplementary Declaration shall be executed jointly by the owner of the property thus being added and the Club. Notwithstanding the foregoing, improvements constructed or to be constructed on such additional properties shall be of comparable or higher quality construction and aesthetically compatible in terms of architectural style with the improvements constructed or to be constructed on the property described in Exhibit "A" attached hereto. Approval by the Club shall require the assent of two-thirds (2/3) of the votes of each class of members of the Club voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting. The quorum required for such meeting shall be the presence thereat of members and/or proxies entitled to cast sixty percent (60%) of the votes of each class of members of the Club. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be forty percent (40%) of the votes of each class of members of the Club; provided, however, that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3. Additional Owners to Become Members. Upon the filing of any Supplementary Declaration as provided for in Section 2 of this Article II, the owners of such

property shall become members of the Club and, subject to the provisions of Article III hereof, such owners and their successors in title shall thereby acquire with respect to such property, the rights and privileges granted herein to members of the Club.

Section 4. Mergers. Upon a merger or consolidation of the Club with another club or association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated club or association, or, in the alternative, the properties, rights and obligations of another club or association may, by operation of law, be added to the properties of the Club as a surviving corporation pursuant to a merger. The surviving or consolidated club or association may administer the Covenants contained herein within the Properties, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall effect any revocation, change of or addition to the Covenants established by this Declaration within the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CLUB

Section 1. Membership. The membership of the Club shall consist of (a) every record owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Club and those persons having such interest merely as security for the performance of an obligation, and (b) the Declarant subject to the following provisions of this Article III. Membership shall be appurtenant to and may not be separated from ownership of such real property, which ownership shall be the sole qualification for membership.

Section 2. Voting Rights. Subject to the following provisions of this Section 2, the Club shall have two classes of voting membership: Class "A" and Class "B".

CLASS "A": Class "A" members shall be all those owners of Lots with the exception of the Declarant (except as set forth under Class "B" membership provisions below). A Class "A" member shall be entitled to one vote for each Lot which he owns.

CLASS "B": The Class "B" member shall be the Declarant. The Class "B" member shall be entitled to three votes for each Lot which it owns. The Class "B" membership shall cease and be converted to Class "A" membership upon the first of the following events to occur: (a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, (b) abolishment by the Declarant of its Class "B" membership evidenced by written notice thereof delivered to the Club or (c) December 31, 1999.

When any property entitling the owner to membership as a Class "A" member of the Club is owned of record by other than an individual natural person, the person entitled to cast the one vote for such property shall be designated by a certificate signed by the record owner or owners of such property and filed with the Secretary of the Club. Each such certificate shall be

valid until revoked, superseded by a subsequent certificate or a change occurs in the ownership of such property. The votes of the members shall be cast under such rules and procedures as may be prescribed in this declaration or in the By-Laws of the Club, as amended from time to time, or by law.

ARTICLE IV

PROPERTY RIGHTS IN THE CLUB PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of these Covenants, the rules and regulations of the Club and any fees or charges established by the Club, an easement of enjoyment in and to the Club Properties shall be appurtenant to and shall pass with the title to every Lot shown on said Exhibit "A".

Section 2. Title to Club Properties. The Declarant may retain legal title to the Club Properties described in Exhibit "B" attached hereto and, by reference, made a part hereof until the last conveyance of a Lot shown on the plat of survey referred to in Exhibit "A" by the Declarant to an owner for purposes of residential occupancy. Prior to or simultaneously with such conveyance, the Declarant shall convey said Club Properties to the Club together with all improvements thereon. If, as and when additional property is subjected to the scheme of this Declaration pursuant to Article II hereof, the owner thereof shall, prior to or simultaneously with the first conveyance of a Lot contained therein to an owner for purposes of residential occupancy, convey all Club Properties comprising a part of such additional property to the Club free and clear of all liens and encumbrances together with all improvements.

Section 3. Extent of Easements. The rights and easements of enjoyment in and to the Club Properties created hereby shall be subject to the following:

(a) The right of the Declarant to the exclusive use of portions of the Club Properties reasonably required, convenient or incidental to, the improvements and sale of Lots including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such right of the Declarant may be delegated by it to developers and builders having an interest in the Properties, shall be exercised so as to avoid any unnecessary inconvenience to or infringement upon the rights of others and shall continue until such time as such persons no longer own any Lot primarily for the purpose of sale or December 31, 1999, whichever shall first occur, without affecting any member's obligation to pay assessments coming due during such period of time or the permanent charge and lien on any member's Lot in favor of the Club;

(b) The right of the Club to borrow money for the purpose of improving the Club Properties and, with the prior written approval of members entitled to cast at least two-thirds (2/3) of the votes of each class of members and holders of at least three-fourths (3/4) of all first mortgages secured by Lots, to mortgage or otherwise burden or encumber said Club Properties;

(c) The right of the Club to take such steps as are reasonably necessary to protect the Club Properties against foreclosure;

(d) The right of the Club to suspend the voting rights and right to use any Club recreational facilities of any member for any period during which any such member's assessment remains unpaid, and for a period not to exceed 60 days for any infraction by such member of its published rules and regulations;

(e) The right of the Club to charge reasonable admission and other fees for the use of any Club recreational facilities;

(f) The right of the Club to abandon, partition, subdivide, sell, dedicate or transfer all or any part of the Club Properties for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such abandonment, partition, subdivision, sale, dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless first approved in writing by members entitled to cast at least two-thirds (2/3) of the votes of each class of members, holders of at least three-fourths (3/4) of all first mortgages secured by Lots;

(g) The right of the Club to grant such easements and rights of way to such utility companies or public agencies or authorities as it shall deem necessary or desirable for the proper servicing and maintenance of the Club Properties or other property.

ARTICLE V

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and each owner shall by acceptance of a deed, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Club: (a) annual assessments of charges; and (b) special assessments or charges for the purposes set forth in Section 4 of this Article V, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment first became due and payable. In the case of co-ownership of such property, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. Should the Club employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The annual assessments levied by the Club shall be used exclusively for the acquisition, improvement, maintenance and operation of the Club Properties: payment for services which the Club is authorized to provide including, but not limited to, taxes and insurance on the Club Properties, construction of improvements on the Club

Properties, and repair, replacement and additions to the Club Properties; payment of the cost of labor, equipment, materials, management and supervision necessary to carry out its authorized functions; payment of principal, interest and any other charges connected with loans made to or assumed by the Club for the purpose of enabling the Club to perform its authorized functions; establishment and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Club Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Club or its Board of Directors shall determine to be necessary to meet the primary purposes of the Club. Special assessments shall be used for the purposes set forth in Section 4 of this Article V.

Notwithstanding the levy of annual or special assessments as aforesaid, the Club shall be entitled to charge a reasonable user's fee for recreational facilities comprising a part of the Club Properties. First mortgagees of Lots and the first mortgagee, if any, of the Club Properties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Club Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Club Properties and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Club. Each owner shall be responsible for his own return of taxes on his Lot and for the payment of all taxes and governmental assessments, if any, assessed thereon by the taxing authorities.

Section 3. Annual Assessments. Until the year beginning January 1, 1979, the annual assessment shall not exceed \$125.00 per Lot.

From and after January 1, 1979, the maximum annual assessment shall be increased automatically, effective January 1st of each year, in conformance with the rise, if any, of the numerical rating for the preceding month of June above such rating for June, 1976, as established by the Atlanta, Georgia, consumer Price Index for Urban Wage Earners and Clerical Workers, Series A-27, (published by the Department of Labor, Washington, D.C.), the successor thereto or other comparable price index should that described herein be discontinued or no longer made available to the Club.

The method of computation to be employed when using the Consumer Price Index referred to above shall be as follows: The Consumer Price Index numerical rating for the month of June, 1976, is 170.1. This will be the base rating. To determine the adjustment percentage to be applied for any subsequent year, divide this base rating (170.1) into the numerical rating established by the Consumer Price Index for the month of June preceding the proposed assessment year. The adjustment percentage, if in excess of 100 percentum, shall be multiplied by the original maximum annual assessment specified herein to obtain the maximum annual assessment for the proposed assessment year. In the event that the adjustment percentage should be equal to or less than 100 percentum, the maximum annual assessment for the proposed assessment year shall be the same as or equal to the original maximum annual assessment specified herein.

From and after January 1, 1979, the maximum annual assessment for any succeeding year may be increased above that established by the Consumer Price Index formula provided that any such increase shall have the assent of at least two-thirds (2/3) of the votes cast by each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

The Club's Board of Directors shall, after consideration of correct costs and future needs of the Club, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board that the amount assessed will not be sufficient, the Board shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior years assessment shall be continued automatically until such time as the Board shall act.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Club's Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Club Properties; unexpected maintenance, repair or replacement of the Club Properties and capital improvements thereon, if an, including the necessary fixtures and personal property related thereto; additions to the Club Properties; necessary facilities and equipment to offer the services authorized herein; and repayment of any loan made to the Club to enable it to perform the duties and functions authorized herein; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Such special assessments in any one year may not exceed a sum equal to the amount of the annual assessment for such year except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss and may not be used to fund the reserve for maintenance, repairs or replacement of those portions of the Club Properties that must be replaced on a periodic basis.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Sections 3 and 4 of this Article V, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of members shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Unless otherwise expressly provided herein or on any Supplemental Declaration regarding property of a different character, both annual and special assessments shall be fixed at a uniform rate. Any amendment to this Declaration for the purpose of changing the method of determining or rate of assessments shall require, in addition to the requirements set forth in Article XI, Section 2, hereof, the prior written approval of holders of at least three-fourths (3/4) of all first mortgages secured by Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall be established on a calendar year basis

and shall commence as to all Lots on the first day of the month following conveyance to the Club of the Club Properties subjected to this Declaration simultaneously with such Lots; provided, however, the annual assessment for each such Lot not theretofore improved and occupied shall be reduced by seventy-five percent (75%) until the first day of the year following completion of the improvements to be constructed thereon and occupancy thereof. Each such annual assessment shall be adjusted according to the number of months remaining in the calendar year. Each such adjusted assessment shall be paid by the owner to the Club within ten days after the date on which such assessment shall have commenced unless otherwise provided by the Club's Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment and send written notice of same to every owner subject thereto at least 30 days in advance of each annual assessment period. Unless otherwise provided by the Board of Directors, the annual assessment for each Lot shall become due and payable in full within ten days after the first day of January of each year and shall be paid to the Club when due without further notice from the Club. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

The Club shall, within five days after written request therefor, furnish to any member liable for an assessment a certificate in writing signed by an officer of the Club setting forth whether said assessment has been paid. A reasonable charge, as determined by the Club's Board of Directors, may be made for the issuance of such certificates. Any such certificate shall be conclusive evidence, against all but the member, of payment of any assessment therein stated to have been paid.

Section 8. Effective of Non-Payment of Assessments: The Personal Obligation of the owner; The Lien; Remedies of The Club.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 7 hereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the member which shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the member to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If such successors in title assume such member's personal obligation such member shall nevertheless remain as fully obligated as before to pay to the Club any and all amounts which he was obligated to pay immediately preceding the transfer; and such member and such successors in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such member and such successors in title creating the relation of principal and surety as between themselves.

(b) If an assessment is not paid within 30 days after the due date, such assessment shall bear interest from said due date at the rate of eight percent (8%) per annum, and the Club may bring legal action against the member personally obligated to pay the same or foreclose its lien against such member's Lot, in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessments as may then be due. Each member, by his acceptance of a deed to his Lot, vests in the Club 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 in an appropriate proceeding at law or in equity. The lien provided for in this Article V shall be in favor of the Club and shall be for the

benefit of all other members. The Club, acting on behalf of the members, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Club Properties and facilities or by abandonment of his Lot.

(c) If an assessment is not paid on or before the date when due, the Club may also suspend the voting rights and right to use any Club recreational facilities of the delinquent member. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such member's Lot in favor of the Club.

Section 9. Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien or any first mortgage placed on the Lots subject to assessment if, but only if, all assessments and charges with respect to such Lots authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged Lot of his personal obligation to pay all assessments and charges coming due at a time when he is the owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner or such Lot of any personal obligation, or relieve such Lot or the then owner of such Lot from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and (b) all Club Properties; and (c) all property owned by the Declarant; provided, however, that no land or improvement devoted to dwelling or commercial use shall be exempt from said assessments, charges and liens.

ARTICLE VI

ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the property subject to the jurisdiction of the Club, the maintenance, repair, replacement and operation of the Club Properties and facilities and those acts required of the Club by this Declaration shall be the responsibility of the Club. Such administration shall be governed by this Declaration and the

Club's Articles of Incorporation and By-Laws, as amended from time to time. The powers and duties of the Club shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided therein.

Section 2. Management Agreements. The Club may enter into such management agreements as may be necessary or desirable for the administration and operation of the property subject to the jurisdiction of the Club. Such management agreements shall be entered into pursuant to resolution duly adopted by the Club's Board of Directors, each of which shall provide therein; the compensation to be paid; the term thereof which shall not exceed one year, renewable by agreement of the parties for successive one year periods; the termination thereof by either party without cause or payment of a termination fee on 90 days or less written notice; the termination thereof by either party for cause on 30 days written notice; and such other matters as may be agreed upon which are not inconsistent with the terms of this Declaration or the Club's Articles of Incorporation and By-Laws, as amended from time to time. Copies of any management agreements then currently in effect shall be made available for inspection by the members, each of whom shall be bound by the terms and conditions thereof. Should the Club enter into any management agreement as provided for herein and thereafter, upon the termination or expiration of same, assume self management of the property subject to its jurisdiction, the Club shall provide written notice thereof to each mortgagee of a Lot whose name and address have theretofore been furnished to the Club together with a written request for such notice.

Section 3. Limitation of Liability; Indemnification. Notwithstanding the duty of the Club to maintain, repair and replace parts of the Club Properties and facilities, the Club shall not be liable for injury or damage caused by an latent condition of the Club Properties and facilities nor for injury or damage caused by the elements, its members or other persons; nor shall any officer or director of the Club be liable to any member 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 Club shall be indemnified by the Club against all expenses and liabilities, including attorneys' 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, or any settlement thereof, 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 or willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Club.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Club's Board of Directors shall obtain insurance for all insurable improvements on the Club Properties against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full, current replacement cost, less ordinary deductible amounts, or any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of

Directors shall also obtain a public liability policy covering all Club Properties and facilities for the hazards of premises operations or actions arising out of bodily injury, property damage, false arrest, invasion of privacy and libel and slander caused by the negligence of the Club or any of its agents, which public liability policy shall be in such amounts as is determined to be adequate by the Board of Directors. Premiums for all such insurance shall be common expenses paid for by the Club.

Section 2. Damage and Destruction.

(a) Immediately after any damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Club, the Board of Directors or its duly authorized agent shall proceed with the filing and settlement of all claims arising under such insurance, obtain reliable and detailed estimates or the cost or repair or reconstruction of the damaged or destroyed property and, if such damage or destruction is substantial, provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Club together with a written request for such notice. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty. Subject to subsection (c) hereof, all such damage or destruction shall be repaired or reconstructed as soon as practicable after any such casualty shall occur. The Club's Board of Directors may advertise for sealed bids from and may negotiate with any licensed contractors for such repair or reconstruction and may enter into such contract or contracts for such repair or reconstruction as it may deem necessary or advisable. The contracting party or parties may be required to provide a full performance and payment bond for such repair or reconstruction.

(b) In the event that the insurance proceeds paid to the Club are not sufficient to defray the cost of such repair or reconstruction, the Club's Board of Directors shall have the authority to and shall, subject to subsection (c) hereof, levy a special assessment against all owners in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Assessments for such purpose may be made, without a vote of the members, at any time during or following the completion of any repair or reconstruction.

(c) In the event of damage or destruction by fire or other casualty to all or any part of the Club Properties and facilities, such damage or destruction shall be repaired or reconstructed unless within 60 days after such casualty an instrument requesting that the damage or destruction not be repaired or reconstructed is signed by members of the Club entitled to cast at least eighty percent (80%) of the votes of each class of members and filed with the Club's Board of Directors, in which event the damaged or destroyed area or areas shall be cleaned up and maintained in a neat and attractive condition. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction is not made available to the Club within said period of 60 days after the casualty, then such period shall be extended until such information shall be made available to the Club; provided, however, that said period of time shall in no event exceed 120 days after the casualty. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed except that insurance proceeds paid as a result of damage or destruction to all or any part of the Club Properties and facilities shall not be used for other than repair or reconstruction unless otherwise first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Lots.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Construction; Review and Approval. No building, fence, wall or other structure, except those provided by the Declarant, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the names of the builder, general contractor and all subcontractors have been submitted to and approved by an architectural control committee composed of three or more persons appointed by the Declarant as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography. In the event said committee fails to approve or disapprove such design and location within 30 days after said plans and specifications shall have been submitted to it or if no action to enjoin construction has been commenced prior to completion thereof, approval will not be required and this Section will be deemed to have been fully complied with. After all Lots have been conveyed by the Declarant, a new architectural control committee shall be appointed by the Board of Directors of the Club which shall assume all functions of the said committee previously appointed by the Declarant.

Section 2. Initial Improvements. Notwithstanding the foregoing provisions of this Article VIII, the functions of the committee during and with respect to the initial improvement of each Lot and the Club Properties shall be the responsibility of the Declarant.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1. Club Properties. The responsibility for the maintenance, in a neat and attractive condition, of all Club Properties and facilities shall be as prescribed in Article VI of this Declaration.

Section 2. Lots. All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by and at the expense of their respective owners. Such maintenance shall include, but shall not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements; provided, however, that any such painting or staining shall be compatible in appearance and quality with the range of colors and materials then existing on other building in the neighborhood.

ARTICLE X

PROTECTIVE COVENANTS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars nor less than two cars. A natural buffer of a minimum of 20 feet in width shall be maintained at all times on Lots adjacent to Moon Road and to property located east of the Subdivision.

Section 2. Fences. No fence shall be erected, placed, altered or allowed to remain on any Lot nearer to any street than the rear corner of the house. In addition, but only with respect to Lots adjoining lakes or ponds (as shown on the plat of survey referred to in Exhibit "A" attached hereto), no fence or structure of any kind, other than boat docks specifically authorized by Section 20 of this Article X, shall be erected, placed altered or allowed to remain on any such Lots nearer to said lake or pond than 10 feet or the rear setback lines shown on the plat or plats of survey depicting such Lots, whichever is greater.

Section 3. Walls. No wall shall be constructed or permitted to remain upon any Lot if it is higher than five feet or if it is constructed of poured concrete, concrete block, concrete brick, cinder block or combination thereof or combined with clay or rock. Clay brick or rock walls will be permitted provided the style, location, height and material have been approved pursuant to Article VIII hereof.

Section 4. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this Section to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,300 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story, using outside dimensions.

Section 5. Building Location. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the plat of survey referred to in Exhibit "A" attached hereto. In any event, no building shall be located on any Lot nearer than 25 feet to the front line, or nearer than 25 feet to any side street line. No building shall be located nearer than eight feet to an interior lot line, except that a five foot side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the main structure. No dwelling shall be located on an interior Lot nearer than 25 feet to the rear lot line. For purposes of this Section, eaves, steps, patios 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.

Section 6. Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any Lot having an area of less than 10,000 square feet.

Section 7. Easements. Easements for installation and maintenance of utilities, drainage facilities and cable television are reserved as shown on the plat of survey referred to in Exhibit "A" attached hereto and over the rear ten feet of each lot.

Section 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.

Section 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.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 11. 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.

Section 12. Livestock and Poultry. 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.

Section 13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 14. Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 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 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.

Section 15. Streets. All Lots shall be sold with the provision that the city or county may at any time raise or lower the street surfaces and that such action on the part of the city or county shall in no wise be considered as a basis for a claim for damages to the abutting property.

Section 17. Vehicles. All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance. All motor vehicles, including trail bikes and motorcycles, shall be driven only upon paved streets and driveways. No motor vehicles shall be driven on pathways or unpaved Club Properties, except such vehicles as are authorized by the Club as needed to maintain, repair or improve the Club Properties. Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved pursuant to Article VIII hereof or stored in such manner as not to be visible from any street.

Section 18. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except when properly screened.

Section 19. Mail Boxes and Newspaper Tubes. Only mail boxes and newspaper tubes approved pursuant to Article VIII hereof shall be permitted.

Section 20. Boat Docks. Private boat docks shall be permitted on Lots adjoining lakes and ponds only in accordance with plans and specifications therefor furnished by the Club's board of Directors or architectural control committee.

Section 21. Power Boats. The use of gasoline powered motor boats is prohibited within the Properties.

Section 22. Construction and Marketing Activities. So long as the Declarant or any builders are engaged in developing or improving any portion of any of the Properties, such persons shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model houses. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Club or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date on which this Declaration is filed for record in the office of the Clerk of the Superior Court of Muscogee County, Georgia. Thereafter, said Covenants shall be renewed and extended automatically for successive periods of 10 years each unless, during the last year of any particular term, an

instrument in opposition to any such automatic renewal and extension is signed by at least three-fourths (3/4) of the Lot owners and recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia, in which event the Covenants shall expire at the end of the then current term. Written notice of any proposal to not renew and extend the Covenants shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Club together with a written request for such notice.

Section 2. Amendments. This Declaration may be amended at any time during the initial 20 year term hereof by an instrument signed by at least nine-tenths (9/10) of the Lot owners, and thereafter by an instrument signed by at least three-fourths (3/4) of the Lot owners, and recorded in the office of the Clerk of the Superior Court of Muscogee County, Georgia. During the existence of the Class "B" membership, any amendment of this Declaration shall require, in addition, the prior written approval of the Class "B" member. Should any proposed amendment alter materially the Covenants contained herein, written notice thereof shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Club together with a written request for such notice. Notwithstanding the foregoing, amendments to this Declaration for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity authorized to fund or guarantee mortgages on Lots within a planned unit development, as such requirements may exist from time to time, may be effected by the execution thereof by all directors of the Club and the recording of same in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

Section 3. Notices. Any notice required to be sent to any owner or mortgagee pursuant to any provision of this Declaration or the Club's By-Laws may be served personally or by depositing such notice in the mails, postage prepaid, addressed to the owner or mortgagee to whom it is intended at his last known place of residence or business, or to such other address as may be furnished to the secretary of the Club, and such services shall be deemed sufficient. The date of service by mail shall be the date of mailing. Notice to one of two or more co-owners shall constitute notice to all.

Section 4. Enforcement. Enforcement of the Covenants contained herein and the Club's Articles of Incorporation and By-Laws may be by any appropriate proceeding at law or in equity by the Club or any aggrieved owner against any person or persons violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these covenants. The remedies provided for herein are distinct and cumulative and the exercise of any or all other legal remedies now or hereafter provided. Any failure by the Club or any owner to enforce any of said Covenants, Articles of Incorporation or By-Laws, however long continued, shall in no event be deemed a waiver of the right to do so thereafter. Any person entitled to file a legal action for any violation of these Covenants, the Club's Articles of Incorporation or By-Laws shall be entitled to recover reasonable attorney's fees as a part of such action.

Section 5. Notice of Default to Mortgagees. The first mortgagee of a Lot shall be entitled to written notification from the Club of any default by the owner of such Lot in the performance of his obligations under this Declaration or the Club's Articles of Incorporation, By-Laws or rules and regulations which is not cured within 60 days provided that a request for such notices shall have been made in writing to the Club by such mortgagee.

Section 6. Consent of First Mortgagees Regarding Exterior Appearance.

Notwithstanding, and in addition to, any other provision of this Declaration, the Club's Articles of Incorporation, By-Laws and rules and regulations, the Club shall not be entitled, by act or omission, to change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of improvements constructed or to be constructed on the Lots, the exterior maintenance of such improvements, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and planting in the Properties unless first approved in writing by the holders of at least three-fourths (3/4) of all first mortgages secured by Lots.

Section 7. Priority of First Mortgagees. No provision of this Declaration or of the Club's Articles of Incorporation, By-Laws or rules and regulations shall be construed to grant to any owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their mortgages in the case of a distribution to Lot owners of insurance proceeds or condemnation awards for losses to or a taking of the Club Properties or any portions thereof.

Section 8. Leasing of Lots. Any lease agreement between an owner and his lessee regarding any Lot or portion thereof must be in writing and must provide therein that the terms of the lease shall be subject in all respect to the provisions of this Declaration and the Club's Articles of Incorporation and By-Laws, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease.

Section 9. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application or any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 10. Authorized Action. Unless otherwise expressly provided herein, all actions which the Club is permitted or required to take pursuant to the provisions of this Declaration shall be authorized actions of the Club if approved by the Board or Directors in the manner provided for in the By-Laws of the Club.

Section 11. Captions. The caption of each section hereof as to the contents of such section is inserted only for convenience and is in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular section to which it refers.

Section 12. Gender. The masculine gender shall be construed to include a female or any legal entity where the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this declaration to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

FIRST COLUMBUS SERVICE CORPORATION

By: _____ (signature)

Attest: _____ (signature)

Signed, sealed and delivered
in the presence of:

_____ (signature)

_____ (signature)

Notary Public, Muscogee County, Georgia

CORPORATE
SEAL

EXHIBIT "A"

All those lots, tracts and parcels of land situate, lying and being in the State of Georgia, county of Muscogee and City of Columbus and being known and designated as all of the lots contained in SECTION ONE, SPRINGLAKE SUBDIVISION, as shown on a map or plat of said Section One dated October 14, 1977, made by Hobbs, Smith & Associates, Inc., and recorded in Plat Book 65, folio 55-A, in the office of the Clerk of the Superior Court of Muscogee County, Georgia; said Lots being Lots 1 through 4, inclusive, Block "A", Lots 1 through 13, inclusive, Block "B", Lots 1 and 2, Block "C", and Lots 25 through 59, Inclusive, Block "E",- all as shown by said map or plat above referred to.

EXHIBIT "B"

PARCEL NO. ONE: All that tract and parcel of land situate, lying and being in the State of Georgia, county of Muscogee and City of Columbus, and being part of Land Lot Numbered TWENTY-THREE (23) of the Eighth Land District of said County, and being more particularly described within the following metes and bounds, to-wit: Beginning at a concrete monument located on the western line of Moon Road at the point where the said western line of Moon Road intersects the line dividing Land Lots #22 and 23 of said 8th Land District; and from said beginning point running thence south 88 degrees 19 minutes west, a distance of 1,562.83 feet to an iron stake; thence running south 02 degrees 33 minutes 16 seconds east a distance of 1,312.04 feet to an iron stake WHICH MARKS THE POINT OF BEGINNING OF THE PROPERTY HEREBY CONVEYED; and from said point of beginning thus established, running thence north 57 degrees 50 minutes east a distance of 123.96 feet to an iron stake; thence running in a southeasterly direction, counterclockwise around a curve (radius of 60 feet) a distance of 69.43 feet to an iron stake; thence running south 08 degrees 28 minutes east a distance of 153.08 feet to an iron stake; thence running south 37 degrees 42 minutes west, along the top of the bank of a lake, a distance of 122.0 feet to an iron stake; thence running south 87 degrees 27 minutes west a distance of 103 feet to an iron stake; thence running north 02 degrees 33 minutes 16 seconds west a distance of 214.17 feet to the point of beginning. The above described property is shown on that certain map or plat entitled "Survey of Part of Land Lot 23, 8th District, Columbus, Muscogee County, Georgia", dated November 4, 1977, made by Hobbs, Smith and Associates, Inc., and recorded in Plat Book 65, folio 69, in the office of the Clerk of the Superior Court of Muscogee county, Georgia.

PARCEL NO. TWO: All that tract and parcel of land and water situate, lying and being in the State of Georgia, County of Muscogee and City of Columbus, and being part of Land Lot Numbered TWENTY-THREE (23) of the Eighth Land District of said County, and being more particularly described within the following metes and bounds, to-wit: Beginning at a concrete monument located on the western line of Moon Road at the point where said western line of Moon Road intersects the line dividing Land Lot #22 and Land Lot #23 of said 8th District; and from said beginning point running thence south 88 degrees 19 minutes west a distance of 1,562.83 feet to an iron stake; thence running south 02 degrees 33 minutes 16 seconds east a distance of 1,312.04 feet to an iron stake; thence continuing south 02 degrees 33 minutes 16 seconds east a distance of 214.17 feet to an iron stake; thence running north 87 degrees 27 minutes east a distance of 103 feet to an iron stake WHICH MARKS THE POINT OF BEGINNING OF THE PROPERTY HEREBY CONVEYED: and from said point of beginning thus established, running thence the following courses and distances along the top of the bank of a lake, north 37 degrees 42 minutes east, 122 feet to an iron stake; north 39 degrees 01 minutes east 147.17 feet to an iron stake; north 23 degrees 16 minutes east 220.87 feet to an iron stake; south 89 degrees 17 minutes east 62.5 feet to an iron stake; south 12 degrees 00 minutes east 79.9 feet to an iron stake; south 04 degrees 22 minutes west 122.26 feet to an iron stake; south 29 degrees 04 minutes east 162.17 feet to an iron stake; north 77 degrees 34 minutes east 38.4 feet to an iron stake; north 49 degrees 04 minutes east 144.9 feet to an iron stake; south 36 degrees 22 minutes east 32.3 feet to an iron stake; thence running in a southerly and southeasterly direction, along the top of the bank of said lake, said line also being the rear line of Lot #39, Block "E", Section One, Springlake Subdivision, a distance of 220 feet, more or less, to an iron stake; thence running in a southeasterly direction, along the top of the bank of said lake,

said line also being the rear line of Lot #38, Block "E", Section One, Springlake Subdivision, a distance of 60 feet, more or less, to an iron stake; thence running in a southeasterly and southwesterly direction, along the top of the bank of said lake, said line also being the rear line of Lot #36, Block "E", Section One, Springlake Subdivision, a distance of 55 feet, more or less, to an iron stake; thence running the following courses and distances along the top of the bank of said lake, south 43 degrees 45 minutes west 37.3 feet to an iron stake; north 73 degrees 27 minutes west 77.90 feet to an iron stake; north 83 degrees 11 minutes west 47.25 feet to an iron stake; south 70 degrees 45 minutes west 181.10 feet to an iron stake; north 78 degrees 51 minutes west 73.84 feet to an iron stake; south 60 degrees 18 minutes west 139.8 feet to an iron stake; and north 46 degrees 04 minutes west 295.87 feet to the point of beginning. The above described property is shown as "LAKE" on that certain map or plat entitled "Survey of Part of Land Lot 23, 8th District, Columbus, Muscogee County, Georgia", dated November 4, 1977, made by Hobbs, Smith and Associates, Inc., and recorded in Plat Book 65, folio 69, in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

PARCEL NO. THREE: A temporary easement for ingress and egress to the property described in Parcel No. One above along a 20 foot roadway, the centerline of said roadway being described within the following metes and bounds, to-wit: Beginning at a concrete monument located on the western line of Moon Road at the point where the said western line of Moon Road intersects the line dividing Land Lots #22 and 23 of the Eighth Land District of Muscogee County, Georgia; and from said point of beginning running thence south 88 degrees 19 minutes west a distance of 1,562.83 feet to an iron stake; thence running south 02 degrees 33 minutes 16 seconds east a distance of 1,312.04 feet to an iron stake; thence running north 57 degrees 50 minutes east a distance of 123.96 feet to an iron stake; thence running in a southeasterly direction, counterclockwise around a curve (radius of 60 feet), a distance of 69.43 feet to an iron stake; thence running south 08 degrees 28 minutes east a distance of 143.08 feet to an iron stake WHICH MARKS THE POINT OF BEGINNING OF THE EASEMENT HEREBY CONVEYED; and from said point of beginning thus established running thence north 35 degrees 38 minutes east a distance of 86.5 feet to an iron stake; thence running north 24 degrees 34 minutes east a distance of 263.48 feet to an iron stake; thence running north 79 degrees 43 minutes east a distance of 73.32 feet to an iron stake; thence running south 70 degrees 54 minutes east a distance of 178.22 feet to an iron stake; thence running north 64 degrees 04 minutes east a distance of 99.37 feet to an iron stake; thence running north 52 degrees 48 minutes east a distance of 98.35 feet to an iron stake; thence running north 35 degrees 35 minutes east a distance of 318.08 feet to an iron stake; thence running north 55 degrees 59 minutes east a distance of 56.3 feet to an iron stake; thence running north 80 degrees 49 minutes east a distance of 167.06 feet to an iron stake; thence running north 69 degrees 36 minutes east a distance of 99.15 feet to an iron stake; and thence running south 82 degrees 49 minutes east a distance of 65.61 feet to an iron stake located at the northern terminus of Springlake Drive as said Springlake Drive is shown on the map or plat of Section One, Springlake Subdivision recorded in Plat Book 65, folio 55-A, in the office of the Clerk of the Superior Court of Muscogee County, Georgia. The above described 20 foot roadway easement is shown on that certain map or plat entitled "Survey of Part of Land Lot 23, 8th District, Columbus, Muscogee County, Georgia", dated November 4, 1977, made by Hobbs, Smith and Associates, Inc., and recorded in Plat Book 65, folio 69, in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

The above described temporary easement shall exist only until other access to the property described in Parcel No. One above is provided by the Declarant. When such other access is provided by said Declarant, this temporary easement shall cease and become null and void, and any and all interest, right, title or claim the Club or any other person may have in said temporary easement shall revert to the Declarant.

EXHIBIT "C"

All that tract or parcel of land situate, lying and being in the State of Georgia, in the County of Muscogee, in Land Lot Numbered TWENTY-THREE (23) of the Eighth Land District of said County, and in the City of Columbus, and being more particularly described within the following metes and bounds, to-wit: Beginning on the western right-of-way line of the Moon Road, as it now exists, at a concrete monument located where the line dividing said Land Lot #23 from Land Lot #22 of said 8th Land District intersects. and from said beginning point as thus established running south 88 degrees 19 minutes west, and along the northern line of said Land Lot #23, a distance of one thousand five hundred sixty-two and eighty-three one-hundredths (1,562.83) feet to an iron stake located at the northeastern corner of Lot #11, in Block Lettered "D", of Ginger Creek Subdivision, as shown by a map or plat or said Ginger Creek Subdivision dated January 2, 1973, made by Moon, Meeks & Patrick, Inc., and recorded in Plat Book 53, folio 14-A, in the office of the Clerk of the Superior Court of Muscogee County, Georgia; thence running south 02 degrees 33 minutes 16 seconds east and along the eastern line of said Ginger Creek Subdivision a distance of one thousand five hundred twenty-six and twenty-one one-hundredths (1,526.21) feet to an iron stake located at the northeastern corner of Lot #9, in Block Lettered "B", of Section One of Addition to Hillbrook Estates Subdivision, as shown by a map or plat of said Subdivision made by Siegel Engineering Company, dated January 1, 1969, and recorded in Plat Book 45, folio 49-A, in the office of the aforementioned Clerk; thence running south 02 degrees 27 minutes 21 seconds east and along the eastern line of said Block "B" of said Section One of Addition to Hillbrook Estates Subdivision a distance of seven hundred sixty-five and eleven one-hundredths (765.11) feet to an iron stake located at the northwestern corner of Lot #1, in Block Lettered "F", of Hillbrook Estates Subdivision, as shown by a Revised Plat of Block "C", of said Hillbrook Estates Subdivision, dated August 1, 1968, made by Siegel Engineering Company, and recorded in Plat Book 44, folio 35, in the office of the aforementioned Clerk; thence running north 87 degrees 32 minutes 43 seconds east and along the northern line of said Lot #1, of Block Lettered "F", of Hillbrook Estates Subdivision, as shown by the lastmentioned revised plat, and along the northern line of Hillbrook Estates Subdivision, as shown by a map or plat of said Subdivision made by Aldridge, Moon & associates, dated July 15, 1966, and recorded in Plat Book 39, folio 55-A, in the office of the aforementioned Clerk, a distance of one thousand five hundred nine and thirty-two one - hundredths (1,509.32) feet to another iron stake located at the eastern line of said Land Lot #23; thence running north 00 degrees 49 minutes 31 seconds west and along the eastern line of said Land Lot #23 a distance of one thousand one hundred seventy-seven and seventy one-hundredths (1,177.70) feet to another iron stake located on the southwestern curved right-of-way line of the Moon Road, as it now exists; running thence clockwise, northwesterly and northerly, along the southwestern and western curved (radius of 1,455.91 feet) right-of-way line of said Moon Road, a distance of four hundred thirty-seven and sixty-four one-hundredths (437.64) feet to a concrete monument; thence running north 01 degree 59 minutes 29 seconds east and along the western right-of-way line of said Moon Road, as it now exists, a distance of 471.9 feet to another concrete monument; and thence running north 01 degree 33 minutes 46 seconds east and along the western right-of-way line of Moon Road, as it now exists, a distance of one hundred eighty-eight and seven one-hundredths (188.07) feet to the beginning point. This is the same property that A. Forman Dismukes conveyed to Wilson Lane Contractor, Inc., by deed dated February 23, 1955, and recorded in Deed Book 519, folio 407; that Wilson Lane Contractor, Inc., conveyed to Anne D. Lane by deed dated August 12, 1957, and recorded in Deed Book 625, folio 453; and that is shown on a map or plat entitled "Survey of Part of Land Lot 23, 8th District, Columbus,

Muscogee County, Georgia”, dated April 6, 1977, made by Hobbs, Smith and Associates, Inc., Civil Engineers - Land Surveyors, and recorded in Plat Book 64, folio 22. Said deed and plat book references being as to those in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

When Recorded Return to:
Steven W Ray
100 Southern Way Ste B
Columbus Ga 31904
File No. 220486

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SPRINGLAKE**

This Amendment to Declaration Of Covenants, Conditions and Restrictions For Springlake, made and entered into this 16th day of November, 2022, by Springlake Bath & Tennis Club, Inc.

Whereas, the Declaration Of Covenants, Conditions And Restrictions For Springlake, dated November 15, 1977, was filed for record on November 16, 1977; and recorded in Deed Book 1690, at page 397, in the Office of the Clerk of Superior Court of Muscogee County, Georgia; and

Whereas, Article XI, Section 2, of the Declaration provides that the Declaration may be amended by an instrument signed by two-thirds of the Lot owners.; and

Whereas, the Lot owners desire to clarify the meaning of residential purposes;

Whereas, at least two-thirds of the Lot owners have agreed to this amendment and the necessary signatures of said Lot owners are attached hereto and incorporated herein as a part of this amendment;

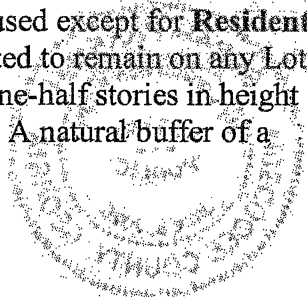
Now Therefore, the Declaration is amended as follows:

Article I
Definitions

(k) **“Residential Purposes” shall mean and refer to permanent occupancy by not more than one single family unit. Owners may not use their Properties for short-term rentals for less than six (6) consecutive months, including, but not limited to, listing their Properties on vrbo.com, airbnb.com and homeaway-com.com.**

Article X
Protective Covenants

Section 1. Land Use and Building Type. No Lot shall be used except for **Residential Purposes**. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars nor less than two cars. A natural buffer of a



minimum of 20 feet in width shall be maintained at all times on Lots adjacent to Moon Road and to property located east of the Subdivision.

Article XI
General Provisions

Section 8. Leasing of Lots. Any lease agreement for a period of six (6) consecutive months or more between an Owner and his lessee regarding any Lot or portion thereof must be in writing and must provide therein that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Club's Articles of Incorporation and By-Laws, and that any failure by the lessee to comply with the terms of such documents shall constitute a default under the lease. **Nothing in this Section shall be construed to allow for any short-term lease or rental agreement for less than six (6) consecutive months.**

In Witness Whereof, this Amendment has been executed by the President of the Club and attested by the Secretary of the Association the day and year first written above.

Springlake Bath & Tennis Club, Inc.

By: [Signature]

Its: President

Attest: [Signature]

Its: Secretary

Signed sealed and delivered in the Presence of:

[Signature]
Witness

[Signature]

Notary Public, Muscogee County, Georgia

