

STATE OF GEORGIA

COUNTY OF JASPER

DECLARATION OF LAKE AND DAM EASEMENTS
FOR BROUGHTON JUNCTION ASSOCIATES, LLC

This Declaration by the undersigned Broughton Junction Associates, LLC as Declarant WITNESSETH:

Whereas Declarant is the owner of all that land lying and being in Land Lots 163 and 172 of the 19th Land District shown on the plat hereinafter identified, which Declarant has subdivided into several tracts or parcels of land as shown on such plat; and

Whereas, a lake and dam has been constructed on portions of Tracts D3, D5, D6, D7 and D8 as shown on such plat; and

Whereas, it is to the benefit of Declarant and its successors in title to said Tracts D3, D5, D6, D7 and D8 that said lake and dam be maintained and that each of them have access thereto for full enjoyment thereof;

Now, Therefore, for and in consideration of the promises and the benefit to be derived by Declarant and each and every subsequent owner of said five lots Declarant does hereby grant, establish, promulgate and declare perpetual reciprocal easements for the purpose set forth herein over, through and across the following five tracts of land in favor of Declarant and its assigns, and each and every subsequent owner thereof:

Tract D3, Tract D5, Tract D6, Tract D7 and Tract D8 (collectively the "Tracts"), Land Lots 163 and 172, 19th District, Jasper County, Georgia as more particularly described on a plat of survey for Broughton Junction Associates,, LLC by Robert O. Jordan, Georgia RLS No. 2902, dated August 11, 2005 and recorded in the Office of the Clerk of the Superior Court of Jasper County, Georgia at Plat Book _____, page _____ and incorporated herein by reference.

As to each of the Tracts, this easement shall be both a burden and an appurtenance thereto, for the following purposes to-wit:

To use and enjoy all portions of the lake located upon the Tracts for boating (no gas motors), fishing and swimming and to

maintain, repair and replace, as reasonably necessary, the dam located at the outfall of the lake upon Tract D6 and Tract D7.

The parties to this Agreement shall share equally (1/5 each) in the cost of all repairs reasonably required to be made to the dam. For purposes of this Agreement, those repairs and replacements to the dam deemed reasonably necessary shall be those reasonably necessary to maintain the structural integrity of the dam and any overflow device.

In the event of a disagreement between the owners of one or more Tracts and the owners of a majority of the Tracts as to the reasonableness of any repair or expenditure, all costs and expenses resulting from any resulting legal action shall be borne by the non-prevailing party.

The easements herein established shall bind and inure to the benefit of the successors and assigns of the undersigned party, and their respective successors in title to said Tracts.

It is the intention of the undersigned that the easements established hereby shall not be merged or extinguished as a result of the undersigned's present ownership of the Tracts but shall be effective upon the conveyance by the undersigned of fee simple title to any one or more of said five Tracts.

WITNESS the hand and seal of the undersigned, this _____ day of September, 2005.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

BROUGHTON JUNCTION ASSOCIATES, LLC

Notary Public

BY: Charles Cline
AS: Member-manager

STATE OF GEORGIA
COUNTY OF JASPER

PROTECTIVE COVENANTS
BROUGHTON JUNCTION "NEWBORN TRACTS D1-D9"

THAT WHEREAS, the undersigned BROUGHTON JUNCTION ASSOCIATES, LLC (herein collectively known as "developer") is the owner of certain properties located in Land Lots 163 and 172, 19th District, Jasper County, Georgia as shown on a plat of survey by Robert O. Jordan, Georgia RLS No. 2902 dated August 11, 2005 and recorded in Plat Book _____, page _____, Jasper County, Georgia records; and

WHEREAS, the said BROUGHTON JUNCTION ASSOCIATES, LLC wishes to encourage, promote and control the development of said property for the benefit of itself and prospective purchasers thereof;

NOW THEREFORE, for and in consideration of the premises, the undersigned BROUGHTON JUNCTION ASSOCIATES, LLC does hereby covenant and agree with the prospective purchasers of tracts of land in said development hereinafter provided, to wit:

I. LAND USE AND TRACT SIZE:

A. All tracts or parcels to which these covenants are applicable shall be used for single-family residential purposes only and no tract shall be re-subdivided into less than 10 acres.

B. No temporary house, shack, tent, mobile or modular home shall be erected, placed or moved onto said lots or parcels, either temporarily or permanently, for residential or church purposes. All homes shall be constructed on said property. No move-in homes shall be allowed unless written permission is secured from the Developer in advance.

C. No tracts may be used for schools or kindergartens, day care centers, commercial livestock or kennel operations. Home office and commercial uses may be permitted so long as same meets all of the following requirements: (1) complies with all requirements for such in the Jasper County Zoning Ordinance, (2) no exterior signage, (3) the use is operated out of the primary dwelling and maintains a residential appearance with no outward evidence of the occupation or use or impacts in appearance, noise, light, traffic and utilities and (4) any outdoor storage associated with the use shall be located further from the nearest public road than the rear of the primary dwelling. Outdoor storage in conjunction with any commercial or office use shall only be allowed 150' or more from any property line.

II. PROPERTY MAINTENANCE REQUIRMENTS:

A. No building or structure upon any lot shall be permitted to fall into disrepair, but the same shall be kept in good condition, adequately painted and otherwise finished. In the event any owner shall permit any property covered hereby to grow up in underbrush or other unsightly or excessive grass growth (except undisturbed areas), Developer may, (during the period of time Developer owns adjacent property for sale), go upon the property and cut and mow same and may bill property owner for such services at usual and customary rates.

B. Owners of any tract shall be responsible for damage done by their contractors or agents to the rights of way and shoulders of road while a home or other improvements are being constructed on their tract, and shall use due diligence at all times to prevent such damage.

III. BUILDING LOCATIONS:

A. No building shall be located nearer to a street or sideline than indicated by the building line restriction shown on the recorded plat and in no event shall any structure be located within 75 feet of a public roadway, within 30 feet of any adjacent property line or within 50 feet of a pond. For purposes of these covenants, eaves, steps and open porches not covered by a roof structure shall not be considered part of a building; provided, however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon the easements reserved herein. Provided, however, that in the event it shall become impracticable because of unusual topography or shape of a tract to conform to the required setback lines, the Developer reserves the right to approve a reasonable variance there from for that individual tract only, which approval may be given by the Developer in writing in Developer's sole discretion.

B. Barns, loafing sheds and riding rings for storage and use in equestrian operations will be permitted. All such structures must be located between the residence and the furthest property line from the nearest public road unless written permission is secured from the developer in advance. In the case of lot D6, all such structures must be located between the residence and the creek at the rear of said lot.

C. The elevation of a tract shall not be changed so as to materially affect the surface elevation or grade or drainage of surrounding tracts. No rocks, gravel, topsoil or clay shall be excavated or removed from any property other than on the approximate footprint of the dwelling to be constructed unless approval in advance by the Developer in writing. Trees will not be removed except for a specific functional purpose.

IV. DWELLING SIZE AND QUALITY:

A. Dwelling Size.

1. Dwelling Size: One-story dwelling buildings erected for year round habitation or otherwise occupied as a primary residence on any tract shall each have not less than 2,000 square feet of heated space, and such two-story buildings shall each have not less than 2,400 square feet of heated area with no less than 1,500 square feet on the ground level. This floor space requirement shall be exclusive of any space in garages, porches and/or finished basements. Areas having a ceiling height of less than eight feet shall not be included in the calculation of square footage under this paragraph, nor shall any areas not completed prior to occupancy of the residence. Log cabins and rustic frame cabins constructed as secondary residences and not used for year-round habitation may, with Developer's written consent, be exempted from the size requirements of this provision.

B. Architectural Approval: No building, including tool sheds, storage facilities and greenhouses, or driveways and drive entrances providing access thereto, and/or mailboxes, shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, specifications of construction methods with plot plans showing the location of such buildings, have been approved in writing by the Developer, their heirs or assigns, as to conformity and harmony of external finishes, color, design, safety and general quality with the existing standards of the neighborhood, and as to the location of the building with respect to topography and finished ground elevations, which approval shall be the sole discretion of the Developer.

If the Developer fails to approve or disapprove a complete submission of such plans and specifications in writing within thirty (30) days after same have been submitted to them, such plans and specifications shall be deemed to be approved. After the final plans and specifications have been approved by the Developer, no changes may be made in said plans or specifications without the written consent of the Developer. Not less than 14 days prior to the commencement of construction of any dwelling or other building on the property, each property owner shall be required to have a pre-construction conference with the Developer at the site including the proposed builder or contractor commencing construction for the property owner.

C. Prohibited Building Materials: Whenever buildings erected on any tract or parcel are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade. No houses shall be

constructed on a concrete slab. Vinyl or aluminum siding may not be used except in soffits and overhangs.

D. Garages and Carports: All residents shall be required to have at least an enclosed double garage. No garage shall open facing a street on the front of the house, unless approved in writing by the Developer in the Developer's sole discretion.

E. Driveways: The location and construction of driveways and the elevations and dimensions of culverts or drainage structures must be approved in writing by the Developer in Developer's reasonable discretion prior to installation. Additionally, any entrance gates or other driveway improvements constructed within the bounds of the public rights-of-way or outside the building line of each lot must be approved by the Developer prior to construction in Developer's sole discretion.

F. Roofs: No light-colored roofs shall be allowed on any house.

G. Condition at Time of Occupancy: Before any house can be occupied, it must be completely finished on the exterior in accordance with the plans approved by the Developer; all of the yard which is visible from the street must be properly maintained and the driveway surface must be either paved or of other surface approved by the Developer.

V. NUISANCES:

A. Refuse Disposal: No tract or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; no noxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon which shall constitute a nuisance. Garbage containers shall be enclosed and located in areas not visible from public roadways.

B. Vehicles: All trailers or recreational vehicles, trucks other than small vans, and boats or boat trailers shall be parked as to be out of view of the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto the tract for the purposes of dismantling same for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner. No trucks or commercial Vehicles with two or more axles shall be stored or parked on any tract except while engaged in transporting to or from a residence in the property.

C Animals: No more than one horse, cow or split hoof animal per acre shall be raised, kept or otherwise maintained on any tract. No other animals, including chickens or other fowl, but excepting household pets, may be raised, kept or otherwise maintained on any tract. Household pets must be kept under restraint and not allowed to wander about at will or to make objectionable noise or constitute a nuisance or inconvenience to the owners of other tracts. No animals other than dogs and cats shall access any lake or stream nor may any watering holes be cut into the banks or any lakes or streams or within 25 feet of any lake or stream.

VI. DRAINAGE AND/OR OTHER EASEMENTS:

A. Easements are reserved to the undersigned, their heirs or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, and sanitary sewers over the ten (10) feet of each parcel or tract abutting its lines, to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built on this land. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements designated herein, or as may be shown on any plat of record in which reference is made to these covenants.

B. Owners of individual tracts within the property shall be fully responsible for the control of drainage and runoff from their property, and will also be responsible for erosion and sedimentation control for land disturbing activities conducted thereon.

VII. ZONING:

A. Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

VIII. MISCELLANEOUS:

A. Fencing: Fencing may be permitted if the location and materials to be used shall have been approved in advance by the developer. The installation of chain link or other metal fencing will only be permitted if the following requirements are met:

- (1) Its primary purpose is a relatively small enclosure for permitted household pets;
- (2) It is constructed exclusively of a black or dark green material;
- (3) It is fully screened by a vegetative planting approved by developer, and
- (4) It is not visible from any existing or planned right of way within the subdivision

B. Clothes Lines and Air Conditioners: Clothes lines and window mounted air conditioners will be permitted only if they are not visible from the street.

C. Signs: No advertising signs, billboards, or high and unsightly structures shall be erected on any tract or displayed to the public on any tract, except signs advertising the property for sale which have no exterior dimension exceeding 30 inches.

D. Propane Tanks: Propane tanks must be fully enclosed by fencing so as not to be seen by neighbors and in a location that is not visible from the street.

E. Satellite Dishes and Communication Structures: No satellite dishes and/or exterior

communication structures may be installed if the installation is visible from any public roadway.

IX. GENERAL PROVISIONS:

A. Non-Waiver by Developer: The failure of the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed to have been made unless expressed in writing and signed by Developer.

B. Invalidation of a Covenant: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

C. Discretion of Developer: The Developer reserves the right to waive certain requirements or reduce the minimum requirements outlined herein if, prior to construction of a dwelling, the purchaser of a tract obtains written approval of the construction plans from the Developer. Developer covenants and agrees with all lot purchasers that any variations permitted hereunder shall be limited to circumstances which will not, unreasonably, reduce the value of other lots and improvements thereon.

D. Enforcement: If anyone bound to observe and comply with these Protective Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (only so long as Developer owns property in the development) or any two owners of estate tracts as presently subdivided on recorded plat, and subject to these covenants, to prosecute any proceeding at law, or in equity, against such violator to prevent or recover damages for such attempt or violation.

E. Term: These covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of twenty years unless the requirements of OCGA 44-5-60 relating to termination thereof shall have been fully complied with.

F. Right to Inspect: Developer reserves the right to enter upon each of the properties which are the subject of these covenants upon reasonable notice to the owner thereof and at reasonable hours for inspections to determine whether or not the restrictions and covenants contained herein are being fully complied with.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals to these Protective Covenants, this ____ day of ____, 2004.

Signed, sealed and delivered
In the presence of:

BROUGHTON JUNCTION
ASSOCIATES, LLC

Witness

_____(SEAL)
Charles P. Cline, Manager

Notary Public

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_____(SEAL)
Alexander G. Morehouse, Member