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SUPERIOR COURT

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DECLARATION

of

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

for the Subdivision known as

JAMESTOWN AT EAGLE SPRINGS,

a Subdivision of Eagle Springs

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DECLARATION

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COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

for the Subdivision known as

JAMESTOWN AT EAGLE SPRINGS,

a Subdivision of Eagle Springs

THIS DECLARATION, made this the _____ day of June, 2000, by EAGLE SPRINGS, LLC, a limited liability company organized and existing under the laws of the State of Georgia, hereinafter called "Declarant."

WITNESSETH:

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

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

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

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

GENERAL PROVISIONS

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

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

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

1.1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Eagle Springs Association, Inc., as amended from time to time.

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

1.1.5 "Association" shall mean and refer to Eagle Springs Association, Inc., a Georgia nonprofit corporation.

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

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

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

1.1.9 "Community" and/or "Subdivision" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and (i) such additions thereto as may be made by Declarant (or its mortgagee or transferee as provided in the Declaration) by supplementary declaration of all or any portion of the real property described in Exhibit "B" attached hereto, and (ii) such additions thereto as may be made by the Association by supplementary declaration of other real property pursuant to the provisions of Section 1.2.2 hereof.

1.1.10 "Declarant" shall mean and refer to, as the case may be, Eagle Springs, LLC, a Georgia limited liability company, and the successors-in-title and assignees of the said Eagle Springs, LLC, provided any such successor-in-title and assignee shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A" attached hereto and in Exhibit "B" attached hereto, and provided further, in the instrument of conveyance to any such successor-in-title the assignee is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance.

1.1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Jamestown at Eagle Springs, and all amendments thereof filed for record in the Records of the Clerk of the Superior Court of Houston County, Georgia.

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

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

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

1.1.15 "Future Development Property" shall mean and refer to other real property now owned or hereafter acquired by the Declarant contiguous to or in the immediate vicinity of the Properties, which presently includes all of the real property described according to Exhibit "B", attached hereto and by this reference thereto incorporated herein and made a part hereof.

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

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

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

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

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

1.1.21 "The Properties" (or "Properties") shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Section 3 hereof.

1.1.22 "Subdivision Survey" shall mean and refer to the map or plat of survey of the Properties delineating individual building lots or parcels which is hereafter filed for record by the Declarant and recorded on the Deed Records of Houston County, Georgia. Said Subdivision Survey shall be designated as "Jamestown at Eagle Springs," and shall be approved by the applicable governmental authorities and agencies for Houston County, Georgia.

1.2 Property Subject to Declaration.

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

1.2.2 Additions to Property Subject to Declaration. The Declarant shall have the right to add additional property to the scheme of this Declaration without notice to or the consent of the owners of the several lots comprising the Properties, which shall be accomplished by the filing for record in the County where the land lies of a Supplementary Declaration or Amendment to this Declaration, which shall extend the scheme of the covenants and of this Declaration to such additional property. The additional property to be so added shall be contiguous to The Properties as they are then comprised. PROVIDED HOWEVER, that the Supplementary Declaration or Amendment to this Declaration extending the scheme of this Declaration and the covenants and restrictions contained herein to the property which is so added may not alter or modify the Declaration as it applies to such additional property so as to materially and adversely affect the value of the existing Properties as then comprised. And, PROVIDED FURTHER, that the Supplementary Declaration or Amendment shall not operate so as to render the provisions of this Declaration as applied to such additional property less restrictive than as applied to The Properties prior to such Supplementary

Declaration or Amendment. When this Declaration has been so amended by Supplementary Declaration(s) or Amendment(s), the term "The Properties" as used herein shall be deemed to include The Properties described herein together with such additional property as may be added thereby. The term "record title owners" as used herein shall thereafter be deemed to include the record title owners of The Properties described herein together with the record title owners of such additional property as may be added by such Supplementary Declaration(s) or Amendment(s). Each Supplementary Declaration adding properties shall include a geographical description of the property added and shall designate said additional property by a designation including Section and Phase so as to differentiate each respective area from other Sections and Phases then included within The Properties.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

2.2 Voting. The Association shall have two classes of membership as follows:

A. Class A: Initially, the Class A members of the Association shall be the Owners of Lots located in the Subdivision, with the exception of Declarant. If the same Owner owns more than one Lot, such Owner shall be a Class A member and shall have membership privileges and the obligation to pay assessments with respect to each Lot so owned. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot. Class A membership shall be a non-voting membership except on such matters and in such events as hereinafter specified. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

B. Class B: The sole Class B member of the Association shall be the Declarant. The Class B member shall be a full voting membership, and shall be entitled to three (3) votes for each Lot owned within the Properties. At the election of the Class B member, the Class B membership shall terminate and cease to exist at any time, but in no event later than the first to occur of the following events, to-wit:

(1) Whenever the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class B membership; or,

(2) On December 31, 2001.

From and after the date on which the Class B membership shall so terminate and cease to exist, the Class B member shall be and become a Class A member with respect to any Lot owned by it, and in which event it shall be entitled to one vote for each Lot so owned.

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

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

2.5 Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies between this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE III

ASSESSMENTS

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

