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STATE OF GEORGIA COUNTY OF

RICHMOND

COVENANTS, RESTRICTIONS, EASEMENTS AND HOMEOWNERS ASSOCIATION

This declaration of protective covenants, made and published this 20th day of October, 2000, by KNOB HILL, LLC and KNOB HELL BEAZLEY, LLC, hereinafter sometimes referred to as "DECLARANTS", the owners of certain real property in Columbia County, Georgia, further described as follows:

> ALL that tract or parcel of land situate, lying and being in the State of Georgia, County of Columbia as will be more fully described on Exhibit "A" hereto attached and by reference made a part hereof.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the tracts constituting such subdivision, Declarants hereby declare that all the real property described above and each part thereof shall be held subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE ONE

I DEFINITIONS

SECTION 1. "Association" shall mean and refer to Knob Hill Property Owners Association, Inc., its successors and assigns.

SECTION 2. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 3. "Declarants" shall mean KNOB HILL, LLC, its successors and assigns and KNOB HILL BEAZLEY, LLC, its successors and assigns, who may function as the owners and developers of the above described property or any adjacent parcels made a part of this subdivision.

SECTION 4. "Lot" shall mean any plot of land intended for residential use and shown on the recorded subdivision plat, with the exception of the streets, common areas and other areas clearly defined as non-residential.

SECTION 5. "Maintenance" shall mean the exercise of reasonable care to keep any buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to the original condition, normal wear and tear excepted.. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

SECTION 6. "Member" shall mean every person or entity who holds membership in the association.

SECTION 7. "Mortgage" shall mean a conventional deed to secure debt or other incumbrance of the real property involved.

SECTION 8. "Mortgagee" shall mean the holder of the instrument described in Section 7.

SECTION 9. "Owner" shall mean the record owner, one or more persons or entities, of a fee simple title to which is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 10. "Subdivision" shall mean the subdivided real property herein and above described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

SECTION 11. "Committee" shall mean the Architectural Control Committee as established herein.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION - VOTING RIGHTS

SECTION 1. A Georgia Nonprofit Corporation named Knob Hill Property Owners Association, Inc. will be organized so as to provide an entity to hold title to common property, operate and maintain the common property, and provide a means whereby the property owners may carry out the provisions of this agreement and such other objectives as may be given the association.

SECTION 2. Every owner of a lot shall be a member of the association, membership shall be appurtenant to and may not be separated from ownership of a lot.

SECTION 3. The association shall have two classes of voting members as follows:

CLASS A: Class A members shall be all owners with the exception of Declarants, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B: The Class B member shall be Declarants, who shall be entitled to exercise four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on January 1, 2005, whichever first occurs.

ARTICLE THREE

ASSESSMENTS

SECTION 1. Lien and personal obligation of assessments: Declarants hereby covenant for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass on to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. Purpose of annual assessments: The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas.

Annual assessments shall include, and the association shall acquire and pay for out of the funds derived form annual assessments, the following:

(a) Maintenance, landscaping and repair of the common area.

(b) Electrical lighting, water and other necessary utility services for the common area.

(c) The acquisition of furnishings and equipment for the common area as may be determined by the association and such other recreational facilities as may be established.

(d) In the event that a lot and the improvements thereon are not being properly maintained and the owner fails to correct such deficiencies after reasonable and proper notice, the association shall be authorized to enter the property, cut the grass and to maintain the property in a reasonable and proper manner, the cost of such maintenance or repairs together with a service charge equal to 25% of such costs, shall be added to and become a part of the assessment to •which such lot is subject.

SECTION 3. Annual Assessments: There shall be no annual assessments on any lots until January 1, 2005, unless a completed home is sold to a purchaser prior to that time. In the event of such a sale, the annual assessment of $ 150.00 per year shall be prorated for the year in which said purchase is made and such proration shall be paid into the association upon the closing of said sale. Thereafter, the annual assessment of $150.00 shall be due and payable in January of each year for that year. After January 1, 2005, all lot owners shall be responsible for the annual assessment. Assessments for the years commencing January 1,2005 and thereafter, shall be as

determined from time to time by the board of directors of the association.

SECTION 4. Special Assessment for capital improvements: In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

SECTION 5. Commencement and collection of annual assessments: The annual assessments provided for herein shall be paid annually in advance. Notice of annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certification signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid and shall on or before March 1" of each year, cause to be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, a list of delinquent assessments as of December 31" of the prior year.

SECTION 6. Effect of nonpayment of assessments; remedies of the association: An assessment not paid within ten (10) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18% per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot. The cost of maintenance of individual lot as outlined in Section *2*, Part D, shall be considered assessed and due at the time such work is completed.

SECTION 7. Subordination of assessment lien to mortgage: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure of any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE FOUR ARCHITECTURAL CONTROL COMMITTEE

For the mutual protection of all of the property owners, there is established an Architectural Control Committee who shall have the responsibility of approving all improvements made within this subdivision and for advising the association in the enforcement of these covenants.

SECTION 1. "Membership": The committee shall be composed of not less than three (3) persons and initially shall be composed of William G. Boatman, Jerry W. Greenway and J. Dickey Boardman, who shall serve until all lots are sold by the Developer. Thereafter, the directors of the association shall replace and designate members in such numbers and for such terms as the membership of the association may direct,

SECTION 2. "Approval Required": Before constructing a residence or building of any type including additions, alterations and renovations of existing properties, or before constructing of any type of improvement including landscaping, fencing or paving, it shall be mandatory for the builder or purchaser or property owner to first submit the building plans, specifications and plot plan showing the location of such building, any and all improvements, the landscaping, the fencing, the parking pads, and a description of the exterior including but not limited to colors, types of materials and design, and a marking of existing trees that are to be removed, an indication of the number of curb cuts to be supplied to the property.

SECTION 3. "Form of Application and Fee": Any and all such applications for approval shall be submitted on such form as may be approved from time to time by the Architectural Control Committee.

SECTION 4. "Total Discretion of the Committee": The committee may reject any application for approval in whole or in part, for any reason whatsoever, including its judgment of the esthetics of the improvement and such denial shall be final. All applications shall be reviewed •within thirty days upon receipt and any application that is not rejected shall be deemed approved. No liability shall attach to any member of the committee for their performance of their duties.

SECTION 5. "Maintenance of Lots and Existing Improvements": Should that portion of a vacant lot within 35 feet of a paved road, not be maintained, or should the exterior of an existing building not be maintained, the committee may inform the property owner of such deficiencies by notice delivered by certified mail. In the event that the needed maintenance is not performed within ten (10) days of receipt of such notice, then the committee shall advise the association which may elect to perform such maintenance as is necessary and assess the lot owner for its expenses and enforce the collection of same by lien and other appropriate methods all as outlined herein.

ARTICLE FIVE USE RESTRICTIONS

This subdivision shall be occupied and used only as follows:

SECTION 1. No work of any nature whatsoever shall be begun in the construction of any building or alterations, additions or renovations to existing buildings or any site work of any type, before the plan is approved in writing by the Architectural Control Committee as outlined in Article Four.

SECTION 2. Each lot shall be used as a residence for a single family and for no other purpose.

SECTION 3. No business, profession or trade of any kind shall be conducted on any residence with the exception of the business of the Declarants or any person or entity engaged in the construction of a dwelling or any improvements on any lot.

SECTION 4. No sign of any kind with the exception of real estate signs shall be displayed to public view on a lot or common area without the prior written consent of the association.

SECTION 5. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot or the common area. However, no more than two (2) household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association and any change must be made by said Association. Any pens or runs for such domestic animals shall not be visible from the street and shall be located towards the rear of a lot.

SECTION 6. No rubbish, trash, garbage or other waste materials shall be kept on any lot or the common area except in sanitary containers located in appropriate areas and concealed from public view.

SECTION 7. No outbuilding, basement, tent, shack, garage, trailer, mobile home, shed or temporary outbuilding of any kind shall be used as a residence, either temporarily or permanently.

SECTION 8. Each owner shall, at his sole cost and expense, maintain and keep in good repair the residence, all outbuildings, fencing and landscaping and keep the same in as good a condition as it was at the time of its initial construction, excepting only normal wear and tear.

SECTION 9. No satellite dish or similar type of electromagnetic frequency receiver that is larger than nineteen (19) inches in diameter shall be installed or maintained upon any lot or improvement without the prior, written consent of the Architectural Control Committee. Any satellite dish or similar type of electromagnetic frequency receiver installed on any lot or , improvement shall be installed and maintained in such a manner as to be screened from sight from all points along the front property line of the lot.

ARTICLE SIX PARKING

SECTION 1. No on street parking shall be permitted, except for vehicles used by social guests visiting an owner.

SECTION 2. The owner of each lot shall provide a parking pad of concrete or asphalt, in an area sufficient to house any and all vehicles owned and used by members of the household,
visitors and guests, including family members who will be in residence 14 consecutive days, employees present on a regular basis, all boats, recreational vehicles and other such vehicles. The parking area shall be paved, screened from view, and prior to construction, its location and specifications shall be submitted to and approved by the Architectural Control Committee.

SECTION 3. No parking of 3/4-ton or larger trucks, trailers or mobile homes shall be permitted on the streets, lots or other portions of Knob Hill except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. Campers, motorcycles, motor homes, vans, travel trailers, panel trucks, boats and boat trailers not over twenty-five feet (25^1) in length may be kept on a lot if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior written permission from the Architectural Control Committee.

ARTICLE SEVEN MINIMUM SIZES

SECTION 1. "Lot Size": No improvement shall be constructed on a lot having a square footage of less than as indicated on the record plat, provided that the developer may cause the re-subdivision of up to IS developed lots, provided that the final re-subdivision shall not reduce the size of any single lot by more than 20% of its original size, and further that any such re-subdivision shall be approved by the Planning and Zoning Commission of Columbia County, Georgia.

ARTICLE EIGHT

GENERAL PROVISIONS

The following General provisions shall apply to his subdivision.

SECTION 1. Vegetable gardens shall be located at the rear of the lot and appropriately screened.

SECTION 2. There shall be a standard and uniform mailbox used within this subdivision and the design and specification of such mailbox shall be as approved by the Architectural Control Committee.

SECTION 3. Each dwelling shall include in its construction a utility and service yard which will house any and all tanks, clothes linen, dog pens or rung, antenna*, satellite dishes, and any and all other unsightly features, and shall be completed prior to occupancy of the home.

SECTION 4. Additional residential property and common area may be annexed to this subdivision and made a part hereof.

SECTION 5. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 6. These Covenants and Restrictions may be amended upon the written consent of not less than three quarters of voting members.

ARTICLE NINE

RESERVATION OF RIGHTS TO CONNECT TO

SANITARY SEWER SYSTEM

The Declarants herein reserve upon themselves or assigns the sole and exclusive right to grant easements to any third parties who may desire to connect into the sanitary sewer system and lift station installed at Declarants' expense and dedicated to the Board of Commissioners of Columbia County.

ARTICLE TEN

DURATION

The covenants and restrictions of this declaration shall run with and bind the land for the benefit of and be enforceable by the Association and any member thereof for a period of twenty (20) years from the date hereof and thereafter, shall continue automatically in effect for an additional period often (10) years, unless otherwise agreed to in writing by the then owners of at least three fourths (3/4) of the subdivision lots.

ARTICLE ELEVEN COMMON

EASEMENTS

SECTION 1. Each and every owner of a lot or lots in Knob Hill is hereby granted a nonexclusive easement for the use of the common or recreational facilities, subject to the regulations of the Association, as the same are shown on the aforementioned plat of said subdivision or are hereafter created upon additional real estate made subject to these Declarations pursuant to Article XII hereof.

ARTICLE TWELVE

ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

SECTION 1. Subject to any limitation contained in the corporate charter of the Association, additional real estate adjoining Knob Hill which the Developer or other owners thereof may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer and such other owners, at the sole option of the Developer, extending the terms of these Declarations to such other real estate, and the same shall be effective upon the filing of same for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer and such other owners to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Knob Hill. In the event that said additional real estate shall be owned by persons or entities other than the Developer, such owners shall, upon consent of the Developer and upon the filing of such supplementary declarations, be considered a developer of such additional real estate and shall be entitled to all of the rights and privileges as to such additional real estate as established for the Developer herein.

SECTION 2. Right to Extend Streets, etc.: The Developer reserves for itself, and for its successors or assigns, or heirs and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth. Executed at Augusta, Georgia on the date first above written.

Signed, sealed and delivered in the presence of:
(See Original Copy for signatures)