

CINDY MASON  
Clerk Superior Court, COLUMBIA  
County, Ga.  
Bk 15043 Pg 0028-0036  
Penalty: \$0.00  
Interest: \$0.00  
Participants: 0747371193  
\$(PT61)

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James B. Trotter  
Trotter Jones, LLP  
3615 Walton Way Ext.  
Augusta, Georgia 30909  
Ph: (706) 737-3138

STATE OF GEORGIA            )  
  )  
COUNTY OF COLUMBIA        )

**DECLARATION OF RIGHTS, RESTRICTIONS**  
**AFFIRMATIVE OBLIGATIONS, COVENANTS AND CONDITIONS**  
**APPLICABLE TO RIVERCREST TOWNHOMES AND PROVIDING FOR THE RIVERCREST**  
**TOWNHOMES ASSOCIATION, INC.**

WHEREAS, HTB DEVELOPMENT, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), is the owner of that certain townhome development located in Columbia County, Georgia and more fully described on that certain subdivision plat prepared by Benjamin O. Echols, dated April 23, 2023 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia in Plat Book E2023, Pages 187-190 (the "Townhome Plat")

WHEREAS, Declarant desires to provide for (i) the ownership and maintenance of certain areas of the Rivercrest Townhomes, (ii) the preservation of values, (iii) the maintenance of the yards of the individual Townhouses, (iv) the rendering of community services and (v) a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, the Declarant further desires to have the Property and the Association governed by the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et. seq.*

NOW, THEREFORE, Declarant declares that the real property described on the Townhome Plat, be subjected to this Declaration, and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter referred to as the "Covenants") hereinafter set forth. Furthermore, the Declarant hereby declares that the covenants contained herein shall be covenants running with the Land and shall apply to the Property and such other lands as may be subjected from time to time by the Declarant to this Declaration.

**ARTICLE I**  
**DEFINITIONS**

The following words and terms when used in this Declaration or any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to Rivercrest Townhome Association, Inc., a Georgia nonprofit corporation, its successors and assigns.
- (b) "By-Laws" shall mean and refer to the by-laws adopted by the Board of Directors of the Association.
- (d) "Declarant" shall mean and refer to HTB Development, LLC, and its successors and assigns.
- (e) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to Rivercrest Townhomes.
- (f) "Lot" shall mean and refer to those portions of Townhome Plat identified as Lots 1 - 45, upon which have been constructed (or will be constructed) townhomes for use and occupancy as single-family residential dwellings in conformity with the terms of this Declaration with respect to the Property
- (g) "Member" shall mean and refer to every person who is the record Owner of a fee simple or undivided fee simple interest in any Lot who is entitled to membership in the Association pursuant to Article V Section 1 of this Declaration and shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the Clerk of Superior Court of Columbia County, Georgia, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot and Townhouse located within Rivercrest Townhomes subdivision; notwithstanding any applicable theory of a mortgage or deed to secure debt.
- (h) "Owner" shall mean and refer to the owner (including the Declarant) as shown by the real estate records in the Office of the Clerk of Superior Court of Columbia County, Georgia, whether one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot and Townhouse located within Subdivision but, notwithstanding any mortgage or deed to secure debt, the term "Owner" shall not mean or refer to

the mortgagee or grantee in a deed to secure debt, its successors or assigns, unless and until such mortgagee or grantee in a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner or purchaser identified in a contract of sale.

(i) "Resident" shall mean and refer to the lessee under a written agreement for the rent and hire of a Lot and Townhouse in Subdivision.

(j) "Subdivision" shall mean and refer to the Lots in Columbia County, Georgia

(k) "Property" shall mean and refer to that tract or parcel of land described on the Townhome Plat, together with all improvements thereon, and, upon Declarant's submission of additional real property to the provisions of this Declaration, the term "Property" shall also mean and refer to such additional property described on any amendment to this Declaration.

(l) "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit on any Lot.

## ARTICLE II PLAN OF DEVELOPMENT

The Property contains forty five (45) Lots on which the Declarant has constructed or will construct forty-five (45) Townhouses. The Property also includes paved parking areas, drives, roads, utility systems, and other improvements or easements serving the Lots. The Lots shall be restricted exclusively to single family residential use in accordance with the provisions of this Declaration. Declarant shall have the right, but not the obligation, for so long as Declarant owns any lot primarily for the purpose of sale, to make improvements and changes to all Common Areas, and to all lots owned by Declarant, including without limitation (i) addition to and realignment of parking spaces; (ii) installation of any utility systems and facilities; (iii) installation of security and refuse facilities; (iv) and work related to the exteriors and roofs of the Townhouses. The Property and the Association governed by the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et. seq* (the "Act"). To the extent there are any conflicts between this Declaration and the Act, the terms of this Declaration shall control.

## ARTICLE III COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL LOTS IN SUBDIVISION

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is aesthetically pleasing, functionally convenient, and in keeping with the architectural style of the Summerville neighborhood.

B. Residential Use. Each Lot and Townhouse shall be used exclusively for residential purposes. No business or commercial activity which either violates the applicable zoning regulations or increases vehicular traffic on the streets of the subdivision shall be maintained or conducted in any Townhouse. However, until such time as Declarant has sold all of the Lots in Subdivision, it may use any Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any lot other than:

1. One single family Townhouse to be used as a Family Dwelling Unit, with an enclosed garage;
2. Landscaping structures of the type compatible with the Townhouses built in Subdivision including, but not limited to, garden walls, walks, fences, driveways, and parking areas;

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications or alterations to a Townhouse which affect the structural integrity or soundness of the improvements, or any modifications to the exterior of the Townhouse, located on the Lot or Property without previously obtaining the written approval of the Association. No screen enclosures of outside balconies, ground terraces, or patios shall be permitted on any Lot without the written approval of the Association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.

2. Landscaping Alterations: No Owner shall make alterations, modifications, or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, foundations, pools, ponds, streams, gardens, decks, or patios without first obtaining the written consent of the Association. Notwithstanding anything contained herein to the contrary, each Owner shall be permitted to make alterations, modifications or changes to the landscaping of such Owner's interior courtyards without the consent of the Association.

3. Procedure for Seeking Consent of Association. In order to obtain the consent of the Association required by this Article III, an Owner shall submit to the President of the Association a written request describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full and complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within fifteen (15) days after receiving a written request from the Owner. If the consent requested is not granted or denied in writing within the fifteen (15) day period, then the Association shall be deemed to have given its written consent as requested by the Owner.

4. Discretion of Association in Granting Consent. The Association may grant or deny its consent hereunder upon any ground including purely aesthetic considerations, which the Association, in its discretion, deems sufficient.

E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antennae, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse or which protrude through the walls or roof of a Townhouse.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a contractor, or subcontractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. The Association and the Declarant shall have the right to enter onto an Owner's Lot to remove any signs that violate this provision. Notwithstanding anything contained herein to the contrary, the Declarant shall be permitted to maintain a sign promoting Rivercrest Townhomes until such time as all Lots are sold and any Owner shall be allowed to post one sign advertising their Townhome for sale.

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as permitted in this Section, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, the Owner may be permitted to keep no more than two (2) domestic household pets (i.e. dogs or cats) on a Lot. In the event that pets are kept on a Lot, pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which constitutes a nuisance or causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property. An Owner shall clean up all messes made by that Owner's pet(s) on any Lot.

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, green house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailers, trucks, busses, motor homes, recreational vehicles, go carts, motor bikes and campers) other than conventional automobiles, motorcycles and pick-up trucks shall be parked or maintained on any Lot or other portion of the Property except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property nor shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Vehicles owned by Lot Owners shall only be parked inside a garage, if such Lot contains a garage. In exigent circumstances, a Lot Owner may park his or her vehicle in the parking lots in front of the Townhouses, but not for more than seventy-two (72) hours. No vehicles shall be parked on the streets of the subdivision.

K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of the Owner's Lot and Townhouse so as to not unreasonably disturb other residents of Subdivision or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which creates an annoyance or nuisance to the Owners or residents within Subdivision. No Owner shall (i) allow any disturbing noises on such Owner's Lot or (ii) interfere with the rights, comforts, or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of Subdivision.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

N. Maintenance of Townhouse Exterior. Each Owner shall maintain in good condition the exterior of his or her Townhouse, including the roof.

ARTICLE IV  
ADDITIONAL RESTRICTIONS TO IMPLEMENT  
APPLICABLE TO ALL LOTS IN SUBDIVISION

A. Owner Must Provide Insurance. Each Owner shall, at his expense, insure his Townhouse and all other insurable improvements on his Lot in an amount of not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage endorsements, including vandalism, malicious mischief, windstorm and water damage. Each Owner shall provide proof of such insurance to the Association within ten (10) days of the execution of this Declaration, and again every year by January 31 of such year.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such construction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on the Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between such Townhouses. This air space has been concealed on the exterior by covering it with the fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or in part, and the Owner thereof elects not to rebuild, such Owner shall be responsible for the cost of finishing the exterior of those walls on contiguous Townhouses which are unfinished and which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership.

Every person who is the record Owner of a fee simple or undivided fee simple interest in a Lot shall be deemed to have a membership interest in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the granting of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. No Owner, regardless of whether title to a Lot is vested in more than one Owner, shall have more than one membership or more than one vote per Lot. An Owner must all be in good standing with the Association in order to cast a vote, i.e, the Member shall not owe any money to the Association.

2. Voting Rights.

Each Lot shall be entitled to one vote to be cast by the Owner thereof. When any Lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or, if two or more persons or entities have the same fiduciary relationship respecting the same Lot, or, if a Lot is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners designating one Owner (or in the case of a Corporation, one of its officers) to cast the vote which is attributable to such Lot. This section shall also apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

3. Governing Body.

The Association shall be governed by a Board of Directors consisting of all Lot Owners.

4. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at a meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies submitted shall equal twenty-five percent (25%) of the total vote of the membership to constitute a quorum.

5. Proxies.

All Members of the Association in good standing may vote and transact business at any meeting of the Association by Proxy authorized in writing.

ARTICLE VI  
EASEMENTS IN FAVOR OF OWNERS, ASSOCIATION AND DECLARANT

1. Owner's Easements of Enjoyment in Driveways, Parking Areas, etc..

Subject to the provisions of these Covenants, the rules and regulations established from time to time by the Association, and any fees or charges established by the Association, every Owner, resident and tenant of a Townhouse shall have an easement of ingress and egress over all paved portions of the Lots; which easement shall be appurtenant to and shall pass with the title of every Lot and Townhouse. Every Owner, resident and tenant of a Townhouse shall also have an easement of ingress and egress for those areas between Townhouses for reasonable maintenance necessary on the exterior of each Townhome, such as painting, window washing, and other exterior repairs.

2. Easements for Association.

There shall be a general right of easement for the benefit of the Association, its directors, officers, agents and employees, including but not limited to, any manager employed by the Association, to enter upon the Property (but not inside a Townhouse) or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only

upon advance notice to and with permission of the Owner or occupant of the Lot, Townhouse, or other structure or improvement directly affected thereby. In that connection, the Board of Directors has the power to grant and accept easements upon, over, under, and across all of the Lots for ingress, egress, installing, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and other utilities, including telephone, water and sewer lines; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. . The Association shall also have an easement to enter upon the Property to remove any sign in violation of Article III, Paragraph F. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain upon the Property appliances, poles and other necessary equipment.

3. Easements Expressly Granted to the Association and Lot Owners.

(a) Utilities. The Declarant hereby grants unto the Association, and to each other Lot Owner, a perpetual, alienable and releasable easement and right on, over and under the Property to erect, maintain and use electric service, community antenna televisions, and telephone poles, wires, cables, conduits, drainage ways, sewers, storm sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other portions of such Property as may be reasonably required for utility purposes; provided, however, that no such utility easement shall be applicable to any portion of such Property as may have been used prior to the installation of such utilities for construction of a building or such portion of the Property as may be designated as the site for a Townhouse. These easements and rights expressly include the right to cut trees, bushes and shrubbery, make any grading of the soil, or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

(b) Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

ARTICLE VII  
COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligations of Assessment.

Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article. Regular annual assessments and special assessments are to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon and all costs of collection, shall be a continuing charge upon the Lots against which the assessments are made. Each such assessment, together with interest thereon and all costs of collection, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use or abandonment of his Lot and Townhouse.

2. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence upon the execution of this Declaration.

3. Purpose of Regular Annual Assessment.

The annual assessment shall be payable monthly and shall be used exclusively for the improvement, maintenance, and repair and enhancement of the driveways, walkways, gates, fences and landscaping enjoyed by the owners of all Lots, and to provide the required services as set forth in Article VIII, Section 2 hereof and to provide so many of the discretionary services set forth in Article VIII, Section 3 as the Board of Directors may elect to provide.

4. Special Assessments.

In addition to the annual regular assessments authorized by Section 3, the Board of Directors of the Association may levy special assessments against Lots to:

- (a) Repair, replace or expand any paved areas; and
- (b) Repair, replace and maintain the walls, gates and landscaping; and
- (c) Provide for the necessary facilities and equipment to offer the services authorized herein;

and

- (d) Repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Before any special assessment is levied by the Association, it must receive the approval of three Lot owners at a duly held meeting of the Association at which a quorum is present. The notice of the meeting of the Association at which a special assessment will be considered shall include a statement from those Directors favoring the special assessment (if any), containing the reasons for those Directors' support and a statement from those Directors who oppose the assessment and the reason for their opposition.

In the event any Owner shall fail to fulfill his/her/its obligations under this Article hereof, and the Association shall fulfill any of such obligations for such Owner, the Association shall be entitled to specially assess such Owner, without requirement of a vote, for all costs incurred by the Association in performing such service.

5. Reserve Funds.

The Association must establish reserve funds from its regular annual assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation, repairs, or maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss. Such reserve funds shall not be spent on regular monthly expenses, such as lawn maintenance, pine straw replacement, utilities, etc.

6. Certificate of Payment.

The Association shall upon demand at any time furnish to any Owner a certificate in writing, signed by an officer of the Association, setting forth whether such Owner's assessment(s) has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the regular annual assessment or any special assessment is not paid by an Owner before the assessment becomes delinquent, then the delinquent assessment shall be assessed a late fee as determined by the Directors. If the assessment remains delinquent for 30 days or more, it shall also bear interest from the past due date until paid at the lesser of (i) 1.5% per month (18% per annum), or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest thereon as provided herein, and all costs of collection, including attorney's fees) become a charge and continuing lien on the Lot and Townhouse, against which each such delinquent assessment is made, and shall also constitute the personal obligation and debt of the Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the due date, the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees. Additionally, the Association may discontinue water service to the Townhouse of the Owner (or any tenant of the Owner) by closing and securing the valve controlling the domestic water to the Townhouse. Opening the valve without the consent of the Association shall be considered a continuing trespass upon the property of the Association. If there is a master water meter serving more than one Lot in the Subdivision, that master water meter is owned by the Association. Upon payment of all delinquent accounts by the Owner and payment of a reinstatement fee determined from time to time by the Association, the domestic water service will be re-established by the Association. The Owner agrees to hold the Association and its Board of Directors harmless for any damages, direct or consequential, resulting from the discontinuation of domestic water by the Association.

8. Subordination of the Lien to Deeds to Secure Debt.

The lien of the assessments provided for in this Article VII shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon any Lot and Townhouse which, except for the lien for assessments, would constitute a first lien on the Lot and Townhouse. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to the past due assessments, interest thereon and costs of collection.

9. Annual Statements.

The president, treasurer or such other officer as may have custody of the funds of the Association shall annually, within sixty (60) days after the close of the fiscal year of the Association, prepare a general itemized statement showing the actual assets and liabilities of the Association at the end of each fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association whose claims exceed \$250.00. Such officer shall furnish to each Member of the Association who may request, in writing, a copy of such statement within thirty (30) days after receipt of such a request. Such copy may be furnished to the Member either in person or by mail. So long as the Declarant controls the Association pursuant to Article III, Paragraph 6, the Declarant shall not be responsible to account to the Lot Owners for the funds of the Association.

10. Annual Budget.

The Board of Directors shall prepare and make available to all Members, at least thirty (30) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the upcoming year. The financial records of the Association shall be available for inspection by all Members at all reasonable times.

11. Uniform Assessment.

All assessments made under this Declaration shall be equal among Lots.

ARTICLE VIII  
FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Parking Areas, Driveways, etc.

The Association shall own and maintain the driveways, common parking areas, walls, fences, gates, and all landscaping (but not any landscaping in the Lot Owner's private courtyard).

2. Required Services.

The Association shall be required to:

- (a) Take all actions necessary to enforce all covenants and restrictions affecting Subdivision and perform all of the functions and duties delegated to the Association in the covenants and restrictions applicable to Subdivision;
- (b) Provide administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association;
- (c) Review and approve or disapprove plans and specifications for (i) work to any Townhouse or (ii) landscaping on any Lot, all as provided for in the Declaration of Rights, Restrictions, Etc;
- (d) Maintain liability insurance for the Association in such amounts as shall be determined by the Board of Directors to insure the Association against claims for which the Association should be covered;
- (e) Enforce the obligation of each Owner to maintain and keep in good repair the exterior of such Owner's Townhouse(s)
- (f) Maintain all landscaping on all Lots other than any landscaping within a courtyard area at the rear of the Townhouse on the Lot;
- (g) Services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.

## 2. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association in performing its authorized functions and to pledge the revenues of the Association as security for such loans.

## ARTICLE IX OWNER'S RESPONSIBILITY FOR MAINTENANCE

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include maintenance, repair and replacement of the roof, all fixtures, equipment and appliances (including, without limitation, the heating and air conditioning system for his Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, and all porches, balconies, or decks which are part of the Townhouse. Each Owner shall maintain and keep the exterior of his Townhouse and grounds of his Lot within any fenced-in area in good, neat, clean and sanitary condition. Pursuant to Article VIII, Paragraph 2(g), the Association shall be responsible for the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such Lots, other than a fenced-in area at the rear of the Townhouse located on the Lot. Each Owner shall also be obligated to pay the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, and which such Owner fails or refuses to discharge. The Association may specially assess such Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within thirty (30) days after notice and demand from the Association, the Association shall have the rights set forth in Article VII, Section 7, hereof.

## ARTICLE X GENERAL PROVISIONS

### 1. Duration.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of this twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, a simple majority of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and all holders of first priority deeds to secure debt of any Owner or successor to such Owner consent in writing to the termination of this Declaration. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

(b) This Declaration of Covenants and Restrictions shall not be subject to the Rule Against Perpetuities or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interests (including, without limitation, O.C.G.A. §44-6-201). In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to restriction on the alienation of property or remoteness of vesting of property interest, shall limit the duration of this Declaration, then this Declaration shall be valid and enforceable only within the period of

time permitted for such validity or enforceability by the Rule Against Perpetuities or such other rule of law, which period of time shall be measured as that period commencing on the date of this Agreement and terminating on the date which is twenty-one (21) years from and after the date of the death of the last heir-at-law of Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland.

2. Amendments.

All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if 8 of the 9 Lot Owners vote in favor of such proposed amendment. Notice shall be given to each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia), the date of the Meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of Declarant until Declarant's rights under Section 6 of Article V have expired, unless amended by Declarant.

3. Notices.

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one or two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association, in writing, of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice is given to his predecessor in title.

4. Enforcement.

In the event of a violation or breach of any of the covenants and restrictions contained herein by any Owner or agent or tenant of such Owner, the Owners of Lots in Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in Subdivision any structure or landscaping in violation of the restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

5. Severability.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Interpretation.

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination,

construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best accomplish the consummation of the general plan of this Declaration.

7. Authorized Action.

All actions which the Association is allowed or required to take under this instrument and all approvals or disapprovals which the Association is authorized to make shall be authorized actions of the Association only if approved by the majority of members of the Board of Directors of the Association present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.

8. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date noted above.

Signed, sealed and delivered in the presence of:

Bruce H. Hill  
Unofficial Witness

HTB DEVELOPMENT, LLC

Charles H. Trotter  
BY: CHARLES H. TROTTER, AS ITS MANAGER

[Signature]  
Notary Public

My Commission Expires:  
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(NOTARIAL SEAL)

