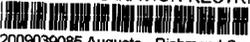


Return To:  
D. Wright McLeod  
McLeod & Dowling  
4420 Evans To Locks Rd  
Evans, GA 30809

Book 01232:2025 Augusta - Richmond County  
2009039085 09/25/2009 13:25:37.00  
\$34.00 DECLARATION RESTRICTIVE COVENA  
  
2009039085 Augusta - Richmond County

---

STATE OF GEORGIA

COUNTY OF COLUMBIA

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**WINDSOR TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by Windsor Townhomes, LLC, a Georgia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of certain real property in Richmond County, Georgia, which is more particularly described in Exhibit "A"

**THEREFORE**, Declarant declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditional restrictions and easements, said covenants are for the purpose of protecting the value and desirability of the real property, and shall run with the title of real estate described in Exhibit "A" and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Windsor Townhomes, LLC, a Georgia non-profit corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including, contract sellers, but excluding those only a security to the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions as may be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property (including any improvements) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: All of the real property designated on the final record plat of The Townhomes of Windsor as "Common Area" which area includes the Detention Pond area as shown on said plat.

**Section 5.** "Lot" shall mean and refer to individual lots numbered 1-12 and 51-56 as shown on a plat of Windsor Townhomes recorded in the Office of the Clerk of Superior Court for Richmond County, Georgia.

**Section 6.** "Developed Lot" shall mean any lot where a completed single family dwelling unit has been constructed and is occupied by owner or his tenant.

**Section 7.** "Townhouse" shall mean and refer to the single family improvements constructed on a Lot.

**Section 8.** "Declarant" shall mean and refer to Windsor Townhomes, LLC, a Georgia corporation, its successors and assigns.

**ARTICLE II  
PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Each owner shall also have a non-exclusive easement in perpetuity for pedestrian traffic over, upon and across the area shown on the recorded plat of Windsor Townhomes. This easement specifically does not include the right of vehicular parking or storage and is solely for the purpose of ingress and egress, to and from the private streets and a Lot. Said use of enjoyment and easement shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Two-Thirds (2/3) of each class of members has been recorded in the Office of the Superior Court of Richmond County, Georgia,

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, his guests, or contract purchasers who reside on the property,

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot shall be a member of the Association.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be

exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2013.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Developed Lot owned within the properties, covenants, and each owner of any Developed Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

- 1) annual assessments or charges; and
- 2) Special assessments for capital improvements, such assessments to be established and collected as provided. The annual and special assessments,(together with interest, costs, and reasonable attorneys fees for collection of past due assignments) shall be a charge on land and shall be continued to be a lien upon the property against which each such assignments are made in accordance with provisions of O.C.G.A. Section 44-3-232. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner at the time when the assessment fell due. The personal obligation of delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be

used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and for the repair and maintenance of the paving for the ingress and egress easement area shown on the aforementioned plat of The Townhomes of Windsor.

**Section 3. Maximum Annual Assessment.** Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$240.00 per Lot. From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Developed Lot to an owner, the annual assessment may be adjusted as needed by the Board of Directors of the Association.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessment 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, **provided that** any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate on all Developed Lots and may be collected on a quarterly, semi-annual or annual basis as decided by the Board of Directors of the Association.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for shall commence as to all Developed Lots on the first day of the month following the conveyance of the Common Area to the Association. There shall be no assessments on a lot until it becomes a "Developed Lot". The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Developed Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors of the Association. The Association, shall, upon demands and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Developed Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose or place a lien against the property. No owner may waive or otherwise escape liability for the assessments provided for non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments 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.

**Section 10. Maintenance of Roads.** Maintenance of roads will be the Homeowners Association responsibility.

**ARTICLE V  
ARCHITECTURAL CONTROL**

**Section 1. Alterations or additions to Improvements.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition, or change or alteration, be made as to any existing improvements on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same is submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. This shall specifically include exterior paint color changes. In the event the Board fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted, approval will not be required and the Article will be deemed to have fully complied with.

**Section 2. Landscaping Alterations.** No Owner shall alter, modify or add to the landscaping on his Lot without obtaining prior written consent of the Board of Directors of the Association. A detailed plan for any landscaping changes must be submitted to the Board for approval. In the event the Board fails to approve or disapprove such plan within 30 days after

said plan was submitted, approval will not be required and this Article will be deemed to have been complied with.

**Section 3. Discretion of Board of Directors.** The Board of Directors may base its decision under this Article upon any grounds, including purely aesthetic considerations.

**ARTICLE VI  
USE RESTRICTIONS**

**Section 1. Residential Use.** Each Lot shall be used exclusively for residential purposes. No business or commercial activity of any nature shall be maintained on any Lot. However, until such time as all of the Lots have been sold by Declarant, it may use any Developed Lot as a model unit or sales office.

**Section 2. Antennas or outside objects.** No Owner may install television or radio antenna or satellite dish or other similar objects outside of the improvements on a Developed Lot. However, a single satellite dish less than 18 inches in diameter may be installed on a developed land lot provided it is not visible from the front or side of the lot.

**Section 3. Signs.** Except for Declarant's rights to erect signs marketing sales of Developed Lots, no Owner shall erect any sign, notice or advertisement on a Lot or in the Common Area, without prior written consent of The Board of Directors of the Association.

**Section 4. Burning.** No outside burning of any description shall be permitted on any Lot.

**Section 5. Pets.** No animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot, provided, however, that an Owner may keep no more than 2 normal household pets on his Lot. Any such allowed pet must be secured by a leash or lead at any time they are allowed outside the improvements on a Lot. In no event shall an Owner be allowed to keep any pet which, in the sole opinion of the Board of Directors of the Association, causes distress to other Owners by barking, biting, making noise, scratching or fouling or damaging property.

**Section 6. Outbuilding.** No outbuilding or structure of any kind or description may be erected or maintained on a Lot at any time, either permanently or temporarily, without prior written approval of the Board of Directors, which approval may be withheld for any reason.

**Section 7. Parking.** Parking regulations shall be established in the sole discretion of the Board of Directors of the Association, No vehicle of any type other than conventional automobiles, light pick-up trucks, vans, or motorcycles shall be parked, other than temporarily, within the common area or on a Lot. No "recreational vehicle", "motor home", trailer, boat or commercial vehicle greater than one (1) ton of any description shall be parked or stored on a Lot. Non-operational vehicles will be allowed on the street for no more than five (5) days.

**Section 8. Trash.** No trash or rubbish shall be kept on any Lot except for that awaiting City garbage pick-up. All trash must be kept in sanitary containers, hidden from view of other Lots except on trash pick-up days. Owners are responsible for any cost of trash disposal although the Board of Director shall have the right to designate and bind each lot to a common trash carrier.

**Section 9. Interior Window Covering.** All window coverings as viewed from the exterior shall be white or off-white in color.

**Section 10. Mailbox.** No mailbox shall be erected on any Lot unless the Owner receives prior written consent of the Board of Directors of the Association.

**Section 11. Nuisances.** Each Owner shall regulate the use and occupancy of his Lot so as to not unreasonably disturb other Owners or their tenants. No offensive activity shall be carried on upon any Lot nor shall anything be done on any Lot which creates a nuisance to other owners. The Board of Directors shall, in its sole discretion, decide whether any activity complained of constitutes a violation of this section.

**ARTICLE VII  
DAMAGE TO DEVELOPED LOTS**

If any improvements on a Lot are damaged by casualty, the Owner of such Lot shall promptly reconstruct or repair it so as to restore such improvements 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, and shall be undertaken and completed in a timely manner. The Georgia law regarding "party walls" shall apply to common walls between Townhouses.

**ARTICLE VIII  
EXTERIOR MAINTENANCE**

In the event that an Owner of a Lot fails to maintain the premises and the improvements in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, but not the obligation, through its agents and employees, to enter upon such Lot without trespass and to repair, maintain and restore the Lot and the exterior of the improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. This provision includes, but is not limited to, the cost of painting or other maintenance to the exterior of the improvements on a Developed Lot.

**ARTICLE IX  
ADDITIONAL PROPERTY**

Declarant specifically reserves the right to add additional property to the "properties" as defined on Exhibit "A" and to amend this Declaration so as to include the owners of lots in said additional property and to extend the time that class B membership shall exist as set out in Article III, Section 2.

**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction contained shall in no event be deemed a waiver of the right to do so at a later date.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** This Declaration may be amended by an instrument executed by the Declarant until December 31, 2009. Thereafter any amendment must be approved by a vote of not less than seventy-five percent (75%) of each class of members. Notice of any amendment so approved shall be recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia.

**Section 4. Termination.** The restrictions as to use contained shall be in effect for a period of 20 years from the date hereof and thereafter shall be automatically renewed for an additional 20 year period unless terminated in accordance with O.C.G.A. section 44-5-60(d)(2) as it exists as of the date of this Declaration. All other easements and covenants shall be in perpetuity.

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed and sealed by its duly authorized Member, as of the 17<sup>th</sup> day of September, 2009.

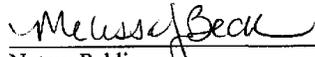
WINDSOR TOWNHOMES, LLC

BY:  (L.S)  
Chris Johnson, as its member

SIGNED, SEALED AND DELIVERED

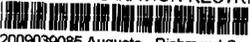
In the presence of:

  
Witness

  
Notary Public



Return To:  
D. Wright McLeod  
McLeod & Dowling  
4420 Evans To Locks Rd  
Evans, GA 30809

Book 01232:2025 Augusta - Richmond County  
2009039085 09/25/2009 13:25:37.00  
\$34.00 DECLARATION RESTRICTIVE COVENA  
  
2009039085 Augusta - Richmond County

---

STATE OF GEORGIA

COUNTY OF COLUMBIA

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**WINDSOR TOWNHOMES**

THIS DECLARATION, made on the date hereinafter set forth by Windsor Townhomes, LLC, a Georgia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of certain real property in Richmond County, Georgia, which is more particularly described in Exhibit "A".

**THEREFORE**, Declarant declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditional restrictions and easements, said covenants are for the purpose of protecting the value and desirability of the real property, and shall run with the title of real estate described in Exhibit "A" and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Windsor Townhomes, LLC, a Georgia non-profit corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including, contract sellers, but excluding those only a security to the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions as may be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property (including any improvements) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: All of the real property designated on the final record plat of The Townhomes of Windsor as "Common Area" which area includes the Detention Pond area as shown on said plat.

**Section 5.** "Lot" shall mean and refer to individual lots numbered 1-12 and 51-56 as shown on a plat of Windsor Townhomes recorded in the Office of the Clerk of Superior Court for Richmond County, Georgia.

**Section 6.** "Developed Lot" shall mean any lot where a completed single family dwelling unit has been constructed and is occupied by owner or his tenant.

**Section 7.** "Townhouse" shall mean and refer to the single family improvements constructed on a Lot.

**Section 8.** "Declarant" shall mean and refer to Windsor Townhomes, LLC, a Georgia corporation, its successors and assigns.

**ARTICLE II**  
**PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Each owner shall also have a non-exclusive easement in perpetuity for pedestrian traffic over, upon and across the area shown on the recorded plat of Windsor Townhomes. This easement specifically does not include the right of vehicular parking or storage and is solely for the purpose of ingress and egress, to and from the private streets and a Lot. Said use of enjoyment and easement shall be subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Two-Thirds (2/3) of each class of members has been recorded in the Office of the Superior Court of Richmond County, Georgia,

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, his guests, or contract purchasers who reside on the property,

**ARTICLE III**  
**MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot shall be a member of the Association.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be

exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2013.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Developed Lot owned within the properties, covenants, and each owner of any Developed Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

- 1) annual assessments or charges; and
- 2) Special assessments for capital improvements, such assessments to be established and collected as provided. The annual and special assessments, (together with interest, costs, and reasonable attorneys fees for collection of past due assignments) shall be a charge on land and shall be continued to be a lien upon the property against which each such assignments are made in accordance with provisions of O.C.G.A. Section 44-3-232. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner at the time when the assessment fell due. The personal obligation of delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be

used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and for the repair and maintenance of the paving for the ingress and egress easement area shown on the aforementioned plat of The Townhomes of Windsor.

**Section 3. Maximum Annual Assessment.** Until January 1<sup>st</sup> of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$240.00 per Lot. From and after January 1<sup>st</sup> of the year immediately following the conveyance of the first Developed Lot to an owner, the annual assessment may be adjusted as needed by the Board of Directors of the Association.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessment 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, **provided that** any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate on all Developed Lots and may be collected on a quarterly, semi-annual or annual basis as decided by the Board of Directors of the Association.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for shall commence as to all Developed Lots on the first day of the month following the conveyance of the Common Area to the Association. There shall be no assessments on a lot until it becomes a "Developed Lot". The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Developed Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors of the Association. The Association, shall, upon demands and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Developed Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose or place a lien against the property. No owner may waive or otherwise escape liability for the assessments provided for non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments 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.

**Section 10. Maintenance of Roads.** Maintenance of roads will be the Homeowners Association responsibility.

**ARTICLE V  
ARCHITECTURAL CONTROL**

**Section 1. Alterations or additions to Improvements.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition, or change or alteration, be made as to any existing improvements on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same is submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. This shall specifically include exterior paint color changes. In the event the Board fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted, approval will not be required and the Article will be deemed to have fully complied with.

**Section 2. Landscaping Alterations.** No Owner shall alter, modify or add to the landscaping on his Lot without obtaining prior written consent of the Board of Directors of the Association. A detailed plan for any landscaping changes must be submitted to the Board for approval. In the event the Board fails to approve or disapprove such plan within 30 days after

said plan was submitted, approval will not be required and this Article will be deemed to have been complied with.

**Section 3. Discretion of Board of Directors.** The Board of Directors may base its decision under this Article upon any grounds, including purely aesthetic considerations.

**ARTICLE VI  
USE RESTRICTIONS**

**Section 1. Residential Use.** Each Lot shall be used exclusively for residential purposes. No business or commercial activity of any nature shall be maintained on any Lot. However, until such time as all of the Lots have been sold by Declarant, it may use any Developed Lot as a model unit or sales office.

**Section 2. Antennas or outside objects.** No Owner may install television or radio antenna or satellite dish or other similar objects outside of the improvements on a Developed Lot. However, a single satellite dish less than 18 inches in diameter may be installed on a developed land lot provided it is not visible from the front or side of the lot.

**Section 3. Signs.** Except for Declarant's rights to erect signs marketing sales of Developed Lots, no Owner shall erect any sign, notice or advertisement on a Lot or in the Common Area, without prior written consent of The Board of Directors of the Association.

**Section 4. Burning.** No outside burning of any description shall be permitted on any Lot.

**Section 5. Pets.** No animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot, provided, however, that an Owner may keep no more than 2 normal household pets on his Lot. Any such allowed pet must be secured by a leash or lead at any time they are allowed outside the improvements on a Lot. In no event shall an Owner be allowed to keep any pet which, in the sole opinion of the Board of Directors of the Association, causes distress to other Owners by barking, biting, making noise, scratching or fouling or damaging property.

**Section 6. Outbuilding.** No outbuilding or structure of any kind or description may be erected or maintained on a Lot at any time, either permanently or temporarily, without prior written approval of the Board of Directors, which approval may be withheld for any reason.

**Section 7. Parking.** Parking regulations shall be established in the sole discretion of the Board of Directors of the Association, No vehicle of any type other than conventional automobiles, light pick-up trucks, vans, or motorcycles shall be parked, other than temporarily, within the common area or on a Lot. No "recreational vehicle", "motor home", trailer, boat or commercial vehicle greater than one (1) ton of any description shall be parked or stored on a Lot. Non-operational vehicles will be allowed on the street for no more than five (5) days.

**Section 8. Trash.** No trash or rubbish shall be kept on any Lot except for that awaiting City garbage pick-up. All trash must be kept in sanitary containers, hidden from view of other Lots except on trash pick-up days. Owners are responsible for any cost of trash disposal although the Board of Director shall have the right to designate and bind each lot to a common trash carrier.

**Section 9. Interior Window Covering.** All window coverings as viewed from the exterior shall be white or off-white in color.

**Section 10. Mailbox.** No mailbox shall be erected on any Lot unless the Owner receives prior written consent of the Board of Directors of the Association.

**Section 11. Nuisances.** Each Owner shall regulate the use and occupancy of his Lot so as to not unreasonably disturb other Owners or their tenants. No offensive activity shall be carried on upon any Lot nor shall anything be done on any Lot which creates a nuisance to other owners. The Board of Directors shall, in its sole discretion, decide whether any activity complained of constitutes a violation of this section.

**ARTICLE VII  
DAMAGE TO DEVELOPED LOTS**

If any improvements on a Lot are damaged by casualty, the Owner of such Lot shall promptly reconstruct or repair it so as to restore such improvements 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, and shall be undertaken and completed in a timely manner. The Georgia law regarding "party walls" shall apply to common walls between Townhouses.

**ARTICLE VIII  
EXTERIOR MAINTENANCE**

In the event that an Owner of a Lot fails to maintain the premises and the improvements in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, but not the obligation, through its agents and employees, to enter upon such Lot without trespass and to repair, maintain and restore the Lot and the exterior of the improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. This provision includes, but is not limited to, the cost of painting or other maintenance to the exterior of the improvements on a Developed Lot.

**ARTICLE IX  
ADDITIONAL PROPERTY**

Declarant specifically reserves the right to add additional property to the "properties" as defined on Exhibit "A" and to amend this Declaration so as to include the owners of lots in said additional property and to extend the time that class B membership shall exist as set out in Article III, Section 2.

**ARTICLE X**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restriction contained shall in no event be deemed a waiver of the right to do so at a later date.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** This Declaration may be amended by an instrument executed by the Declarant until December 31, 2009. Thereafter any amendment must be approved by a vote of not less than seventy-five percent (75%) of each class of members. Notice of any amendment so approved shall be recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia.

**Section 4. Termination.** The restrictions as to use contained shall be in effect for a period of 20 years from the date hereof and thereafter shall be automatically renewed for an additional 20 year period unless terminated in accordance with O.C.G.A. section 44-5-60(d)(2) as it exists as of the date of this Declaration. All other easements and covenants shall be in perpetuity.

IN WITNESS WHEREOF, Declarant has caused this declaration to be executed and sealed by its duly authorized Member, as of the 17<sup>th</sup> day of September, 2009.

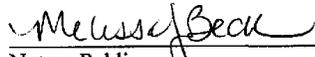
WINDSOR TOWNHOMES, LLC

BY:  (L.S)  
Chris Johnson, as its member

SIGNED, SEALED AND DELIVERED

In the presence of:

  
Witness

  
Notary Public

