

GEORGIA SHORELINE, LLC
3528 DARIEN HWY
BRUNSWICK, GA 31520

STATE OF GEORGIA

BRYAN COUNTY
CLERK OF COURTS

BRYAN COUNTY

661 0271

2006 OCT 27 PM 3:10

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
REBECCA G. CROWE

DECLARATION OF PROTECTIVE COVENANTS FOR THE BLUFFS AT RICHMOND HILL SUBDIVISION CREATED PURSUANT TO THE PLAT KNOWN AS "THE BLUFFS AT RICHMOND HILL" RECORDED IN PLAT _____, MAP NUMBERS _____ THROUGH _____, IN THE OFFICE OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA

*Plat slides
754 & 755
pages
3 thru 10 &
pages 1 thru 6*

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS the undersigned **CASEY LAND DEVELOPMENT PARTNERS, LLC**, a Georgia Limited Liability Company (hereinafter referred to as "Developer") is the owner of those certain Lots (the "Lots") located in The Bluffs at Richmond Hill (the "Subdivision"), a subdivision created as referenced hereinabove.

WHEREAS, the Developer desires to establish uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Property, which will benefit all owners of Lots within the Property (the "Owners") and, to this end, desires to subject the Property to the conditions, limitations, and restrictions hereinafter set forth.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions, and limitations, all of which shall be construed as and deemed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title, or interest in the Property, as well as their heirs, successors, and assigns, to-wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION, ALL ADDITIONS THERETO AND DELETIONS THEREFROM

1. Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bryan County, Georgia, and is described in the Plat of "The Bluffs at Richmond Hill", as recorded in Plat Drawer 574, Map numbers 3 through 10, Plat Drawer 575, Map Numbers 1 through 6, in the Office of the Superior Court of Bryan County, Georgia. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2 of this Article I hereof.

2. Additions to Property. Upon the approval in writing of the Association, the owner of any property who desires such property to be subject to this Declaration, or, for so long as

BRYAN COUNTY
CLERK OF COURTS

the Developer still owns any Lots within the Property, the Developer, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Office of the Superior Court of Bryan County, Georgia, and if the additional property is located in a county other than Bryan County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Office of the Superior Court of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association or the Developer shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

3. Withdrawals of Property. The Association or, for such time as the Developer owns any Lots within the Property, the Developer, may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners, if any, of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Office of the Superior Court of Bryan County, Georgia, and if the property is located in a county other than Bryan County, the Supplementary Declaration shall also be filed in the Office of the Superior Court of that county.

4. Platting and Subdivision of the Property. The Developer shall be entitled at any time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property. Notwithstanding anything herein to the contrary, any amendment to this Declaration shall require the signature of the Developer approving any such amendment.

5. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or

consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

661

0273

2006 OCT 27 PM 3:10

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
REBECCA G. CROWE
ARTICLE II
GENERAL

1. Exclusive Residential Use and Improvements.

A. All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively.

B. All buildings will be in conformity to the standards set forth herein with regards to appearance and all other provisions herein not including size limitations.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be permitted to construct and maintain on any two Lots a structure and related facilities designed and used as a construction field office and/or a sales office.

2. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

3. Landscaping. Upon the completion of a residence, all front yards will be landscaped with solid sod. The rear and side yards may be sprigged, seeded, or solid sod.

4. Fences and Hedges.

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street corners that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

D. OFF-STREET PARKING. The owner of each Lot or Lots, comprising a building site, shall only park his automobiles, including golf carts, in a garage. Recreational vehicles, such as boats, motor homes, and campers, may only be stored on-site for a maximum of 24 hours unless fully garaged.

BRYAN COUNTY
CLERK OF COURTS

5. Use Restrictions.

661 0274

2006 OCT 27 PM 3:10

A. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
REBECCA G. CROWE

B. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

D. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.

E. All docks that are built on the lakes within The Bluffs must be built of wood and built in a professional manner. No dock shall extend more than 8 feet from the shoreline of the lake or contain more than 200 square feet; no vertical structure can be built on any dock.

F. No mobile homes or trailer homes are allowed.

G. No clotheslines of any kind will be permitted.

H. No further subdividing of existing Lots shall be permitted.

I. All residences are to be of natural colors, which mean earth tones and/or white.

6. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or the Community Center. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures. Except as otherwise permitted in Article III, (1) (C), no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

8. Signs. The Developer reserves the right to erect any signs in The Bluffs at Richmond Hill. Signs may be erected by individual Lot owners but must meet the following criteria:

661 0275

- A. Signs must be neat, clean and made of metal or wood material only.
- B. Signs must measure in size between one (1) foot by one (1) foot to three (2) feet by three (2) feet in size.
- C. Signs must be of black color for the background of the sign with the border of the sign in black.
- D. Lettering for the sign must be tan or beige in color and said lettering must be professional in appearance.
- E. Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Sign cannot be mounted on any tree. Signs must be no higher than 4 ft.
- F. Only one (1) "For Sale" or "For Rent" or similar sign for the sale or rent of a property, in accordance with the above, may be placed on a lot at any given time.
- G. Builders may erect a sign only during construction of the home and said sign must follow the above criteria.
- H. Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- I. Developer is not required to follow the above criteria when placing signage within The Bluffs at Richmond Hill.

Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the The Bluffs at Richmond Hill Property Owners Association. No "For Sale" signs may be erected on any Lot until election of The Bluffs at Richmond Hill Property Owners Association. This sign provision shall not apply to the Developer during the sales period. No "For Sale" signs are to be erected by any Lot owner, except Developer, until Developer is 90% sold out.

9. Storage of Vehicles, Boats, Trailers etc. No disabled, dismantled, non-operating, wrecked or junk vehicles will be stored on any Lot. No travel trailers, tractor-trailer trucks, panel vans or other commercial trucks in excess of a one-ton classification shall be parked or stored on any Lot.

BRYAN COUNTY
CLERK OF COURTS

10. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted. 651-0276 2006 OCT 27 PM 3:10

11. Carts- Golf carts, All Terrain Vehicles, Scooters, Mopeds, Go Carts, and other Gasoline or Electric Powered means of transportation ("Carts") shall be operated in accordance with all applicable laws or ordinances and shall not be operated other than on the streets within the subdivision. Carts shall not be permitted on any paths, easements, Common Areas, or shoulders of streets and roads within the subdivision.

12. Firearms & Hunting

(a) No firearms, including but not limited to: rifles, shotguns, pistols, pellet guns, or BB guns shall be discharged within the Existing Property;

(b) No hunting or shooting birds, squirrels, or other animals shall be permitted within the Existing Property.

13. Mailboxes As determined by the Architectural Review Committee, all mailboxes and mailbox posts within the Subdivision shall be of uniform design and construction, and mailboxes and mailbox posts shall have a uniform stain. With the prior written approval of the Association, mailboxes and mailbox posts may be stained with non-standardized colors that match the trim of the dwelling.

14. Enforcement. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned Developer or any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies set forth in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

15. Protective Covenants running with the Land. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the Lots, it is agreed to terminate or change same in whole or part. It shall be lawful for the Developer and Lot Owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate these covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein for past or future violations of these covenants and restrictions.

BRYAN COUNTY
CLERK OF COURTS

16. Alteration. These covenants and restrictions may be altered only with the consent of a majority vote of Lot Owners or, for so long as Developer owns any Lot or Lots, agreement of the Developer.

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
17. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed via United States mail, postage paid, to the street address of the Lot owned by such Owner.

18. Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nonetheless remain in full force and effect. Invalidity of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

19. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Georgia.

20. Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of references only, and in no way define, limit or describe the scope or intent of this Declaration.

21. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

22. Effective Date. This Declaration shall become effective upon its recordation in the office of the Office of the Superior Court of Bryan County, Georgia.

ARTICLE III

ARCHITECTURAL CONTROL

- A. The Developer or its designated agent shall exercise all of the duties of the Architectural Review Committee, which shall have the architectural control in the subdivision. After the sale of all lots owned by Developer, an Architectural Review Committee shall be formed. The Committee shall consist of five (5) lot owners. The members of the committee shall be chosen by the association and voted upon by a quorum of the association and selected by at least 51% of the quorum. The members of the committee shall serve for three (3) year terms. The committee shall have all of the duties and responsibilities of architectural control.
- B. No Improvements or structure of any nature, including but not limited to, buildings, residences, fences, walls, driveways, sidewalks, parking areas, service

2006 OCT 27 PM 3:10

661 0278
BOONVILLE SUPERIOR COURT
BRYAN COUNTY, MISSOURI
RECEIVED

courts, docks, pools, porches, covered or uncovered, screened or not and sun rooms or any other structure, collectively referred to as "improvements" shall be commenced, erected or maintained; nor shall any addition to or exterior change or alteration thereto be made until the plans and specifications are approved by the Architectural Review Committee. All plans and specifications showing the nature, kind, shape, height, elevation, material, exterior color scheme, location, square footage and grading, have been submitted to and approved by the Architectural Review Committee and a copy of the plans and building specifications lodged permanently with the Architectural Review Committee. Upon submission of the complete plans as herein specified the Developer shall have thirty (30) days to approve or disapprove any such building plans, and specifications, and may in its absolute discretion, reject any or all the plans which are not suitable or desirable for any reason, including purely aesthetic reasons. If plans are not approved within thirty (30) days of submission, it shall be presumed that the plans have been disapproved. In approving or passing upon such plans and specifications, the Architectural Review Committee shall have the absolute and discretionary right to take into consideration the suitability of the proposed improvement(s), the materials from which they shall be constructed, the lot upon which they are proposed to be constructed, the harmony thereof with the surrounding properties and the effect of the improvement(s) upon the surrounding properties as planned, taking into consideration the outlook from the adjacent or neighboring properties. Depending upon the improvement(s), the specific submittal requirements for the proposed improvement(s) i.e., building plans and specifications for the improvement(s), are to be determined by the Architectural Review Committee and may consist of descriptions of materials, material and color samples, section details, floor plans of all floors, elevation drawings, roof plans, etc. and a plot plan showing the location and orientation of the proposed improvement(s) on the lot, with all setbacks and easements shown and shall also show the location of driveways, walkways, sidewalks, service courts, parking, etc. The Architectural Review Committee reserves the absolute right to establish and enforce the general development criteria for the approval of construction of improvements on the property which is subject to these restrictions, said right to include general or specific requirements concerning the location of any structure upon the lot, nature, kind, shape, height, width, materials, color schemes, as well as the architectural and structural requirements thereof.

- C. The Declarant and/or Architectural Review Committee may issue variances from any building covenant, covering the construction or alteration of improvements on the property; provided such improvements substantially comply with the provisions hereof and provided the Architectural Review Committee acts in accordance with adopted and published guidelines and procedures.
- D. Because the Developer has incurred, and will continue to incur, substantial development and start-up costs for the subdivision, the failure of the property owner to construct the improvements in accordance with the approval letter from

BRYAN COUNTY
CLERK OF COURTS

the Architectural Review Committee, together with any and all conditions and/or requirements contained therein shall subject the property owner to any and all damages, including injunctive relief, the Developer may suffer from the failure of the property owner to construct the improvements as approved. Notwithstanding the approval of the proposed improvements by the Architectural Review Committee, the lot owner shall have all the responsibility to ensure the improvements are in full compliance with these covenants and the Bryan County Building and Zoning codes.

E. The Architectural Review Committee shall be guided by the following:

1. No structure shall be erected unless the Lot owner has provided a complete set of plans to developer and Bryan County, as specified herein and as further specified by Bryan County for approval and has actually received approval from the County.
2. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.
3. No single-story dwellings shall be erected containing less than two thousand (2,000) square feet of living (heated) area, exclusive of porches, garages, and basements.
4. Any multi-story dwelling must have a minimum of two thousand two hundred (2,200) square feet of living (heated) area, exclusive of porches, garages, and basements. In addition, all multi-story dwellings must have a minimum of one thousand seven hundred (1,700) square feet of living (heated) area on the first floor, exclusive of porches, garages, and basements.
5. All dwellings must have a garage, which shall be either a part of the main dwelling or attached to the main dwelling by a common roof. The garage must be a minimum of four hundred forty (440) square feet and be serviced by either a double garage door or two separate garage doors. Should the garage not be a part of the main dwelling, it shall resemble the main dwelling in every architectural and aesthetical manner.
6. Unless otherwise approved by the Architectural Review Committee, all outbuildings, utility buildings or accessory structures must be built to match the main dwelling's architectural and aesthetical appearance, shall be painted the same color scheme as the main dwelling, and shall have the same exterior surface as the main dwelling.

7. BUILDING REQUIREMENTS:

BRYAN COUNTY
CLERK OF COURTS

6.6. ROOF RIDGE. The front roof ridge of any residence shall not be less than 5 x 12.

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

7.B. DRIVEWAYS. All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance. Driveways must be constructed of concrete, blacktop, stone pavers, bricks or other non-gravel, non-loose stone material.

7.C. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

7.D. FOUNDATIONS. All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed, or split block.

7.E. STYLE. All homes are to be of traditional southern styling. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be of Georgian type architecture and not unusual or unique. Individual homes should not be repetitive from homesite to homesite along a neighborhood street. Rather, individually designed homes with consistent architectural style of the area are encouraged.

7.F. CHIMNEYS. No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

7.G. HVAC EQUIPMENT. Outside air-conditioning units may not be located in the front yard of any lot, or any required side yard on corner Lots.

7.H. WINDOWS. No PVC composite material windows shall be permitted.

7.I. CONCRETE BLOCKS. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show from the exterior of any building.

7.J. SIDING. No vertical siding shall be used on the construction of any dwelling. No vinyl or aluminum siding is to be used on exterior of buildings.

BRYAN COUNTY

7.K. CONSTRUCTION OF IMPROVEMENTS. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

661

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY
REBECCA B. CROWE

8.A. SIDEWALKS. Each lot owner shall, simultaneously with the construction of a house on the lot, install a sidewalk. The sidewalk shall be exactly four (4) feet in width and its breadth shall span the entirety of the lot. The sidewalk shall be installed to form, as closely as possible, a straight line from one lot line to the other. The sidewalk shall be installed within the easement area as so designated on the subdivision plat.

8. PLAN REQUIREMENTS: The plans shall include but not be limited to the following.

8.A. SITE PLANS. Plans must show house location as it relates to property line and applicable setback lines.

8.A.1. Drawn to a scale no less than 1"=20'0"

8.A.2. Plan to show all sidewalks, driveways, patio, decks, fencing (see section 4). Fences and hedges elevation of proposed finished floor and approximate existing grade.

8.B. FOUNDATION PLAN. Plans must show type and details of footing to be used.

8.B.1. To be at a scale no less than 1/4"=1'0"

8.B.2. Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.

8.B.3. NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structural Engineer, showing details of design.

8.C. FLOOR PLAN. Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

8.C.1. Plans are to be drawn at a minimum scale of 1/4"=1'0"

8.D. ELEVATIONS. Plans shall show all exterior elevations indicating the type and color of finish materials.

001

0202

2008 OCT 27 PM 3:10

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
REBECCA G. CROWE

8.D.1. Plans are to be drawn at a minimum scale of

8.D.2. Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated F.I.R.M. flood elevation.

8.E. BUILDING SECTIONS AND DETAILS. The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than $\frac{1}{2}''=1'0''$

8.F. WALL SECTION. This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section F.1. roof pitch), type and color of exterior finish materials, all hurricane anchor attachments and general construction design intent for each project.

8.F.1. Plan to be at a minimum scale of $1''=1'0''$

8.G. ELECTRICAL PLAN. Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section F.9. exterior lighting).

8.G.1. Electrical plan to be drawn at a minimum scale of $\frac{1}{4}''=1'0''$

9. All plans for construction must be stamped. All contractors must be licensed and insured.
10. Pools. Above ground pools shall not be permitted. Swimming pools shall not be permitted on the street side of any residence. Pool screening colors shall blend with and compliment the residence.
11. Banned Decorative Objects. No decorative objects such as sculptures, birdbaths, fountains, or any similar items shall be placed or installed on the street side or side yard of any homesite or within view of any street.
12. Garage. Every residence shall have a minimum of a two car garage and shall have a maximum of a four car garage. All doors should be compatible with the exterior design and therefore will be custom embellished as necessary. All garage doors will have an automatic opener installed and should be kept closed when not in use. Generally, where homesite frontages allow, side entry garages will be required.

BRYAN COUNTY
CLERK OF COURTS

13. Lot Clearing. Clearing limits for building envelopes and ~~home site~~ development will be established by the Architectural Review Committee. Selective clearing to allow views shall be acceptable, only upon approval by the Architectural Review Committee.

Burning of debris is not allowed.

14. Maintenance of Ponds and Drainage Easements. Maintenance of the Ponds and Drainage Easements shall be the shared responsibility of the Homeowner's Association. The Homeowner's Association shall not allow the growth of algae or any invasive plant or organism on the ponds and shall not allow the drainage of the ponds through the drainage easements to become restricted. The Homeowner's Association shall collect a fee for the maintenance of the ponds and drainage easements which shall be a portion of the association dues.

ARTICLE IV

OWNER'S ASSOCIATION

1. Definitions.

(a) The Articles of Incorporation: The Articles of Incorporation of The Bluffs at Richmond Hill Homeowners Association, Inc., a nonprofit corporation.

(b) The Association: The Bluffs at Richmond Hill Homeowners Association, Inc., its successors and assigns.

(c) The By-Laws: The By-Laws of The Bluffs at Richmond Hill Homeowners Association, Inc.

(d) Member: A person or other entity who is a record owner of any Lot.

(e) Member's Property: The real estate described as "the Property" in the recitals to this Declaration.

(f) Common Areas: Those portions of the Property which are of common use and benefit to all Owners and are not subject to annual and special assessments of the Association, such areas to include, without limitation, the entry way to the Property, all street lighting now or hereafter installed on the Property, any and all easements granted or to be granted for the common benefit of the Owners. Other areas as may be designated "Common Areas" by the Developer or the Association.

2. Entry Way. The Developer has constructed an entryway which is located at the entrance to the subdivision. The entry way cannot be altered or changed in any way. For the benefit of the Association, The Homeowner's Association reserves an easement on that portion of the Property upon which the entry way is constructed (as shown on the

BRYAN COUNTY
CLERK OF COURTS

subdivision plat filed with respect to the Property) in order to maintain the entry way. Said entryway, together with any streetlights which may hereafter be installed in the Property, constitute part of the Common Areas of the Property.

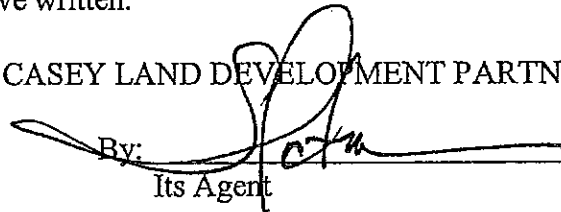
BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT

3. Operation of the Association. The voting rights of Members, the election of officers and directors, and all other aspects of operation of the Association, including but not limited to Developer's rights regarding the same, shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Association.

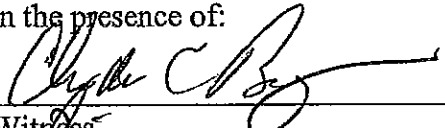
4. Membership of the Association. Each Lot Owner shall be a Member of the Association; provided, that if any Lot is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters.

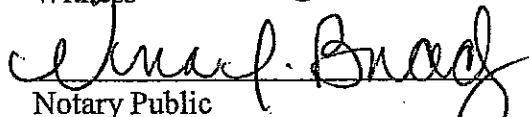
IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the day and year first above written.

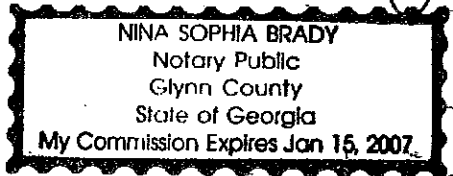
CASEY LAND DEVELOPMENT PARTNERS, LLC

By:  (SEAL)
Its Agent

Signed, sealed and delivered
in the presence of:


Witness


Notary Public



N. P.