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STATE OF GEORGIA
OCONEE COUNTY

DECLARATION OF RESTRICTIONS AND COVENANTS
ROWAN OAK
OCONEE COUNTY, GEORGIA

THIS DECLARATION, made on the date hereinafter set forth by RJC LAND DEVELOPMENT, INC., (hereinafter sometimes called "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of real property located off of Rocky Branch Road in Oconee County, Georgia, consisting of 88.476 acres, more or less, as shown on that plat of survey dated January 14th, 2005, entitled "Condominium Plat for: The Courtyard at Rowan Oak, Phase I", by Phillip D. Chastain, Georgia Registered Land Surveyor Number 2771, Sheets 1 & 2, said Plat having been recorded March 17th, 2005 in the Office of the Clerk of Superior Court for Oconee County, Georgia at Plat Book 35, Pages 248-249; and on a Plat of Survey dated March 17th, 2005, entitled, "Final Plat For: Rowan Oak", sheets 1-3, by Woods and Chatain Surveyors, Inc., said Plat having been recorded in the Office of the Clerk of Superior Court for Oconee County, Georgia, at Plat Book 35, Pages 265 - 267.

WHEREAS, Declarant desires to submit portions of property described immediately above, known generally as the Rowan Oak Master Planned Development, to the provisions of this Declaration, and to avail said property of the provisions and benefits of the Georgia Property Owners' Association Act, said act being codified at O.C.G.A. §44-3-220, et seq.; and

NOW, THEREFORE, Declarant hereby submits all those Lots, the description of which are more specifically described in Exhibit "A", attached hereto and incorporated herein by reference, to this Declaration, including the improvements constructed or to be constructed thereon, and to the provisions of O.C.G.A. §44-3-220, et seq. and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants and restrictions (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are, for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all of any portion thereof.

ARTICLE I

DEFINITIONS

- A. "The Act" shall mean the Georgia Property Owners Association Act, O.C.G.A. §44-3-220, et seq., as the same is or may be hereinafter amended.
- B. "Architectural Control Committee" shall mean and refer to The Architectural Control Committee initially comprised of Robert J. Cain, and such other individuals or entities

- as Declarant may appoint and thereafter those persons selected by the Board of Directors in compliance with the provisions of this Declaration.
- C. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be hereinafter amended.
- D. "Association" shall mean and refer to the Rowan Oak Property Owner's Association, Inc., a non-profit Georgia corporation, its successors and assigns.
- E. "Board of Directors" shall mean the Board of Directors of the Association, the members of which shall be appointed and elected from time to time as provided in this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall be the governing body of the Association.
- F. "By-Laws" shall mean the By-Laws of the Association, as the same may be hereinafter amended.
- G. "Common Area" means all real and personal property submitted to the Declaration which is owned or leased by the Association for common use and enjoyment of the members.
- H. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Declaration.
- I. "Community" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and any Additional Property hereinafter acquired that is adjacent to the real property described in Exhibit "A" as may be added by an amendment to this Declaration and thereby subjected thereto.
- J. "Declarant" shall mean and refer to (i) RJC LAND DEVELOPMENT, INC., or (ii) any successor-in-title to the said party to all or some portion of the Community, provided such successor-in-title shall acquire such Community for the purpose of development or sale, and provided further, in the instrument of conveyance to any such successor-in-title such successor-in-title is expressly designated as the "Declarant" hereunder at the time of such conveyance; or (iii) should any of the Community become subject to a first mortgage given by "Declarant" as security for the repayment of a construction or development loan, then all the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon its becoming the owner of all the Community then subject thereto through whatever means, or the purchaser of all such Community at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; and, further, all the rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder. The privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such Community provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such Community, and provided further, in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor of such conveyance shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (ii) and (iii) above become entitled to succeed to the interests of "Declarant" as therein provided, then as between such persons, any person entitled to be "Declarant" by virtue of (iii) above shall be "Declarant" instead of any person entitled to be "Declarant" by virtue of (ii) above.

- K. "Declaration" means this recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the community.
- L. "Lot" shall mean any plot of land located within the submitted property which constitutes a single dwelling site designated on any plat of survey recorded in the Office of the Clerk of Superior Court of Oconee County, Georgia, as well as any building or any portion of any building located thereon which is intended for independent residential use. In addition, "Lot" shall include any residential Lot owned under the Condominium form of Ownership located within the property submitted to this Declaration.
- M. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.
- N. "Mortgage" means any mortgage, deed to secure debt, security deed and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- O. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND DEVELOPMENT OF THE PROPERTY

Section 1. Property Subject to Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described as the Community in Article I hereof. The Community is particularly described in Exhibit "A" attached hereto.

Section 2. Storm Water Detention Facilities. The storm water detention facilities set forth on the plat of the subject property shall be conveyed to the Association and shall be maintained and insured by the Association as provided by the laws and regulations of Oconee County and the State of Georgia.

Section 3. Development Plan. As shown on the Plat, pursuant to a RM-2 Master Planned Development zoning designation for the subject property, The Rowan Oak development will consist of owner occupied single family detached, two family attached, two family semi-attached and townhouse (three or more units attached) homes. The development consists of two constituent neighborhoods; the northern half consists of sixty six (66) single family-attached and semi-attached homes under the condominium form of ownership, being known as The Courtyard at Rowan Oak and the southern half of the subject property consists of sixty four (64) single family detached Lots, as shown on the Plat. The entire development as described hereinabove shall be subject to the provisions of this Declaration, however, in addition to any rights, duties, restrictions, or other provisions of this Declaration, the northern portion of the development, which shall be owned under the Condominium form of Ownership, and subject to the Georgia Condominium Act, shall also be subject to a Declaration of Condominium which shall be recorded in the records of the Office of the Clerk of Superior Court for Oconee County, Georgia prior to the conveyance of the first condominium unit in the Development and to other usual and customary condominium instruments as provided for under the laws of the state of Georgia. From time to time as additional property is developed within the Rowan Oak Development, additional property may be added under this Declaration by Amendment thereto.

ARTICLE III

POWERS OF THE ASSOCIATION AND BOARD OF DIRECTORS

The powers of the Association and the Board of Directors shall be as set forth and shall be subject to the limitations and restrictions set forth in the Act, the Georgia Non-Profit Corporation Act, this Declaration, the Articles of Incorporation and the By-laws of the Association.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is (a) to administer and enforce the covenants and restrictions set forth in this Declaration; and (b) to assure the installation, construction or alteration of any structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Community; and (ii) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.

Section 2. Selection of the Architectural Control Committee.

(a) Initial Architectural Control Committee. From the execution date of this Declaration until such time as the Declarant's right to submit the Additional Property to the provisions of this Declaration pursuant to Article II expires and all Lots have been fully developed, permanently improved, and sold to permanent residents, the Architectural Control Committee shall consist of Robert J. Cain, or such other entities or individuals, or a combination thereof, as the Declarant may select from time to time. Upon the sale by Declarant to an Owner of the last Lot and the construction and completion of a permanent residence thereof, the Declarant shall cease functioning as the Architectural Control Committee in all respects and a successor Architectural Control Committee shall be appointed by the Board of Directors. However, the Declarant may at any time prior thereof resign from the Architectural Control Committee, turning its functions over to the Board of Directors of the Association.

Section 3. Meetings. The Architectural Control Committee shall hold such meetings as required or allowed for the Board of Directors by the By-Laws.

Section 4. Action of Members of Architectural Control Committee. Any member of the Architectural Control Committee may be authorized by the Architectural Control Committee to exercise the full authority of the Architectural Control Committee with respect to all matters over which the Architectural Control Committee has authority as may be specified by resolution of the Architectural Control Committee. The action of such member with respect to the matters specified shall be final and binding upon the Architectural Control Committee and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the Architectural Control Committee on its own motion or appeal by the applicant to the Architectural Control Committee as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Architectural Control Committee. Upon the filing of any such request, the matter with respect to which request was filed shall be submitted to, and reviewed promptly by, the Architectural Control Committee, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the Architectural Control Committee with respect to such matter shall be final and binding.

ARTICLE V

BUILDING REQUIREMENTS

The following property rights and architectural restrictions shall apply to the property which is initially subjected to this Declaration.

Section 1. Subdivision of Lot. No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Architectural Control Committee. Declarant, however, until such time as the last Lot is sold by the Declarant to an owner, hereby expressly reserves the right to replat any two (2) or more Lots in order to create a modified residential Lot or Lots, and to take such other steps as reasonably may be necessary to make such replatted Lot or Lots suitable as a building site or sites. All of the covenants and restrictions set forth herein shall apply to each such Lot, if any, so created. Any such division, boundary line change or replatted Lot shall not be in violation of the applicable County subdivision and zoning regulations. Nothing contained herein in this section shall be intended to impede the rights of the Declarant in the creation, subdivision of, or subdivision of any Lot owned under the Condominium form of Ownership pursuant to the Declaration of Condominium for the Courtyard at Rowan Oak, Phase I, as Amended.

Section 2. Approval of Plans. No residence, building, fence, wall, road, driveway, sidewalk, parking area, tennis court, swimming pool or other structure or improvement of any kind shall be erected, placed, altered, added to, modified, maintained or reconstructed on any Lot until the plans therefor, and for the proposed location thereof upon the Lot, shall have been approved in writing by the Architectural Control Committee. "Improvement" shall mean and include any improvement, change or modification of the appearance of a Lot from the state existing on the date of the conveyance of such Lot by Declarant to a Lot Owner. Before taking any action requiring approval under this Section, a Lot Owner shall submit to the Architectural Control Committee a construction schedule and two (2) complete sets of final plans and outline specifications, showing site plan (which site plan shall show driveways, patios, decks, accessory buildings, and all other components referenced in the first sentence of this Section), landscape layout, floor plans, exterior elevations and exterior materials, colors and finishes. Only Architectural/Dimensional shingles from a supplier approved by the Architectural Control Committee shall be used on any structure. Additionally, where applicable, all brick selection must be approved by the Architectural Control Committee. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written approval by the Architectural Control Committee. No alteration in the exterior appearance of any building, structure or other improvement shall be made without like approval by the Architectural Control Committee. Further, before beginning any construction, the name of the builder must be submitted to the Architectural Control Committee and approval by the Architectural Control Committee as to builders experience and ability to build houses or other structures of the class and type of those which are to be built in the Community must be granted. The Architectural Control Committee shall act in accordance with Article IV, Section 4 upon receipt of such information to approve or disapprove the same. Neither the Architectural Control Committee, nor any person or party to whom the Architectural Control Committee shall assign such function, shall be responsible or liable in any way for the performance of any builder or for any defects in any plans or specifications approved in accordance with the foregoing, nor for any structural defects in any work done according to such plans and specifications. The Architectural Control Committee may refuse approval of plans, siting or specifications upon any ground, including purely aesthetic considerations, which in its sole discretion it shall deem sufficient. Approval of any one series of improvements hereunder shall not waive the Architectural Control Committee's rights to disapprove subsequent improvements to the same Lot.

Section 3. Access to Other Lots. No lot shall be used for access to other property without the express written permission of the Architectural Control Committee.

Section 4 Building Location. As to the homes to be constructed on the single family detached Lots, without the express written permission of the Architectural Control Committee, no building shall be erected on any Lot closer than 35 feet from the back of the curb for front lines, and the principal dwelling no closer than 10 feet from a side lot line, garage turn-arounds (side entry) must be a minimum of 27 feet wide and at least 3 feet off of the property line and 20 feet from the rear lot line. Single family attached or semi-attached Units may be erected in accordance with the

requirements of the Government of Oconee County, Georgia, subject to the Approval of the Architectural Control Committee. The Architectural Control Committee reserves the right to control solely and absolutely the precise site and location of any proposed house, attached or detached, dwelling, building, or other structure or improvement upon all Lots. Such location shall be determined, however, only after reasonable opportunity is afforded the Lot Owner to request a specific site. No improvements shall be placed or erected within any such building setback area required by the Architectural Control Committee or designated on plat of subdivision.

Section 5 Garages, Carports. should be side-entry if appropriate. Selected lots may require front-entry or courtyard garages and must have two single carriage doors with appropriate front elevation level of detail. Whenever a garage faces a street such as on a corner lot, two carriage doors are required with an appropriate front elevation level of detail. Side-entry garages should be appropriately detailed with brick or stucco jack arches and trimmed with 1x4 backband or with a ten inch wood pediment with 1x4 backband at the jambs. If a three-car garage is used, at least two doors should be side-entry. The third may face the street with one carriage door as described above.

Section 6 Attachment of Utilities. No permanent utility connections shall be made to any dwelling or other structure by any utility, public or private, until the Architectural Control Committee has verified general compliance with these covenants and restrictions and with the plans and specifications therefor submitted pursuant to Section 2 above, and has approved said utility connections in writing. Each Lot, parcel of land, residence, building or other structure on said property, when required to be served by a utility, must be served by a water system and other utilities approved by the Architectural Control Committee.

Section 7 Other Building Requirements. The requirements set forth below are in no way to be construed as limiting the exercise of the Architectural Control Committee's discretion pursuant to Sections 2 and 3 above:

(a) All single story single family detached Lots in the submitted property must contain a minimum of 3000 square feet of heated living space, excluding basements. All two-story single family detached dwellings in the submitted property must contain a total minimum of 2400 square feet of heated living space, excluding basements. Single family attached units in the development shall meet the requirements of the Government of Oconee County, Georgia and shall have a total minimum of 2000 square feet of heated living space, excluding basements. Owners may request in writing to the Architectural Control Committee a waiver of this requirement. The Architectural Control Committee may under reasonable circumstances grant such a request where the resulting appearance of the Lot is likely to preserve the overall appearance, scheme, and design of the Community.

(b) Each residence and other structures shall be constructed only of materials, and in colors, approved in writing by the Architectural Control Committee with the exterior of the residences being brick, stucco, stacked rock or siding, as follows:

(i). Wall materials: All four elevations must be the same material; brick veneer, stone veneer, stucco, horizontal siding, board and batten or cedar shakes. All foundations must be brick or stone to first floor levels. Front elevations may have a mixture of these materials for accent.

(ii). Horizontal siding must be trimmed with 5/4 corner board and 1x10 skirt boards with a drip cap.

(iii). Openings in brick and stone walls shall be detailed with 12-inch arches, soldier courses or wood pediments at the head, and, if they do not have shutters, surrounded with 1x4 backband.

(iv). Openings in stucco walls shall be detailed with 12-inch arches or wood pediments at the head, and, if they do not have shutters, a 1x4 backband.

(v). Openings in horizontal siding walls shall be detailed with wood pediments at the head and shutters, or, if they do not have shutters, surrounded with 1x4 backband.

(vi). Shutters must be 1/2 the window width and installed with hinges and shutter dogs. When windows are fitted with shutters, the jamb detail as noted above may be lessened.

(vii). Bays and projections: If over 12 inches, they must continue to grade. If less than 12 inches, they must be bracketed and detailed with an approved trim. Bays and projections must be roofed with copper or painted galvanized sheet metal.

(viii). Chimneys: Unless they terminate onto a rear deck, all chimneys must be taken to grade. Side and rear elevation chimneys on interior lots may be the wall material. All chimneys must be topped with a decorative painted metal shroud.

(IX). Front elevation trim:

(a) Fascia boards must be a minimum of 1x8.

(b) Frieze boards must be a minimum of 1x10 with 4 inch crown mold.

(c). Rake boards must be a minimum of 1x8 with 1-1/2" x 3-1/2" rake molding.

(d). Windows should be double-hung or casement. Transoms and half-round accent windows are encouraged. Street-facing windows not fitted with shutters should be trimmed with the equivalent of 1x4 with backband.

(e). Window muttons, 7/8", are required in all street-facing windows and must be painted to match the exterior color of the windows except in the case of grid-between-the-glass (GBG), although muttons are encouraged in all windows.

(f). Exterior window finishes may be either painted or vinyl clad.

(g). Storm window and screen frames must be finished the same color as the windows.

(h). Doors must be painted or stained, paneled or full glass French. Side and rear doors may be paneled with the top half glass. Rear patio doors may be sliding wood and glass. Street-facing doors must be trimmed with the equivalent of 1x4 backband.

(i). Storm doors and frames must be finished the same color as the primary door.

(j). Basement doors in side-elevations must be located as far to the rear as allowed by finish grade.

(j). Screening shall be anodized or electrostatically painted aluminum.

(k). Porches, front stoops and steps must be designed and detailed with materials to be compatible with the house.

(l). Decks must be to the rear of the house unless specifically approved otherwise by the Developer. Deck materials must be cedar, redwood, trex or equivalent, or pressure treated pine. On interior lots, deck supports shall be a minimum of 6x6 wood posts on corners with 4x6 wood posts on sides and rear. When a deck is exposed to an amenity area or backs up to any road or street, deck designs must be submitted and approved by the Developer. Such designs should include minimum 8x8 wood columns with base and cap details or 16x16 masonry columns. All such decks must have all vertical surfaces painted or stained to match the house trim or siding.

(m). Gutters shall be OG with rectangular downspouts or half-round with round downspouts. Finishes shall be either copper or painted metal.

(n). Mailboxes shall conform to the neighborhood standard (match others in the neighborhood), and, when possible, shall be placed on the left-hand side of the driveway, but in no case closer to the property line than 6 feet.

(X). MODIFICATIONS AND MISCELLANEOUS STRUCTURES . (All modifications must be submitted and approved).

(a). Fences must be specifically approved in writing by the Developer for both design and location prior to being installed or constructed. Approved fence designs shall be as shown in Exhibit "B - Fence Guidelines". Any fence along property lines that border the boundary of Rowan Oak shall be a type 1 fence and shall be stained. The fence shall be considered an improvement on the property owned by the lot owner and be maintained by the lot owner. Types 3, 4, 5, 6 and 7 must be used in other areas. Fence locations are generally approved to be to the rear of the house and to the property lines or directly behind the house. Exceptions to this guideline may be made to avoid meters, air conditioning equipment, trees, severe slopes, and to enclose basement doors. Corner lot fences in the street side yard shall be no closer to the street than the building line and may be required to be screened with landscaping. Fences are not allowed in buffers or landscape easements. Freestanding dog pens are prohibited.

Owners may request in writing to the Architectural Control Committee a waiver of the above requirements. The Architectural Control Committee may under reasonable circumstances grant such a request where the resulting appearance of the Lot is likely to preserve the overall appearance, scheme, and design of the Community.

(c) Exposed concrete block or poured concrete foundations and site retaining walls must be covered with stone, brick or plastered to complement the house materials.

(d) Sheet metal and PVC work such as roof caps, flashings, plumbing vents, and chimney caps must be painted to match the roof colors. Gutters and down spouts must be painted approved colors. Bay tops or Queen Anne returns that face the street should be copper or painted metal.

(e) Roofs. If visible from the street, gables should have a minimum pitch of 12:12 unless specifically approved otherwise by the Developer. Roofing may be cedar shake, tile, slate, or dimensional fiberglass shingles. Colors are encouraged to be black, gray, weathered wood, driftwood or other similar colors and blends.

(f) Driveways. shall be concrete and installed with a curvilinear shape and be a minimum of 3 feet off the property line. Driveways should be no more than 14 feet wide at the property line. Side entry turn-arounds should be at least 27 feet wide. Courtyard garages must allow for a minimum of 4 feet of landscaping between the driveway and the house. Entrance aprons on each driveway will match the neighborhood standard.

(g) Chimneys framed to receive prefabricated fireplaces and flues must not appear cantilevered from the unit. They must be continuous to finish grade unless otherwise approved by the Architectural Control Committee.

(h) The roof pitch of all residences shall be a minimum of 8/12 unless otherwise approved by the Architectural Control Committee.

(i) Driveways shall be a minimum of 12 feet in width and constructed only of materials approved in writing by the Architectural Control Committee, and any culverts, pipes or conduits for water placed in or under driveways shall be covered at points of protrusion from driveways or the ground with materials approved by the Architectural Control Committee.

(j) All electrical service, cable television and telephone lines shall be placed underground, and no exterior pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation, or for any other purpose, shall be erected, placed or maintained on any Lot except as may be constructed by the Declarant or approved in writing by the Architectural Control Committee. Further, the design, type, location, size, color, and intensity of all exterior lights shall be subject to control by the Architectural Control Committee and only such exterior lighting as shall have been approved in writing by the Architectural Control Committee shall be installed or used on any Lot.

(k) All exterior lighting shall be a low-level, non-glare type and located to cause minimum visual impact to adjacent properties and streets except as may be constructed by the Declarant or approved in writing by the Architectural Control Committee.

(l) Mechanical equipment (other than heating or air conditioning equipment), shall be installed only within the dwelling or buried. Heating and air conditioning equipment shall be installed in such location as will, to the maximum extent possible, not be readily visible to the view of neighboring Lots, streets and property located adjacent to the Community. No outdoor clothes lines shall be allowed in the Community.

(m) Unless located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of an approved building site, no trees, shrubs, bushes or other vegetation having a trunk diameter of three (3) inches or more at a point of two (2) feet above ground level may be cut, pruned, mutilated or destroyed at any time without the prior written approval of the Architectural Control Committee; provided, however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof after such dead or diseased condition is first brought to the attention of the Architectural Control Committee and permission for such cutting and removal has been obtained.

(n) Landscaping shall relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States. The amount and character of the landscaping must conform to the precedent set in the surrounding community. The preferred landscape bed edging is a neat 4" - 6" deep trench. Other edging, if used, should be flush with the ground. No edging material should be visible above grade. All mulched landscape beds should be covered with natural pinestraw or chopped pine bark mulch.

(o) With the exception of natural or undisturbed areas all yards must be sodded with Bermuda. Sprinklers are required on sodded areas. Integrally designed planting beds with natural ground cover shall be considered as natural areas. Foundation plantings along street facing elevations are to be a minimum 3 gallon size plants for lower growing varieties, and a minimum 7 gallon size plants for larger growing varieties. Corner plants should be a minimum of 5-6 feet in height. Side-entry garage doors should be screened with several 4-5 foot high evergreens where possible and specifically on corner lots where the garage faces a street. A professionally designed landscape plan must be submitted and approved by the Developer before beginning work. Artificial vegetation of any type is prohibited.

(p) No structure of a temporary character shall be placed upon any Lot at any time, except for shelters used by a building contractor during the course of construction. Such temporary shelters may not, at any time, be used as residences, nor be permitted to remain on the Lot after completion of construction.

(q) No accessory building shall be placed, erected or maintained upon any part of any Lot except in connection with a residence already constructed or under construction at the time that such outbuilding is placed or erected upon that Lot.

(r) Freestanding play houses, treehouses and detached storage buildings are not allowed except as may be constructed by the Declarant or approved in writing by the Architectural Control Committee.

(s) Exterior hot tubs must be screened from adjacent properties and streets. All pump, filter, etc. equipment for spas must be sited where it will not cause a nuisance to neighbors and must be screened from view.

(t) No fences or walks should be constructed in a such a way as to detract from the iron fence and stone columns common to the neighborhood. No fences shall be constructed in the front yard. Under no circumstances shall silver or metal colored chain link fence be constructed

on any Lot. All fences and walls must be approved, in writing, by the Architectural Control Committee. Fences for rear or side yards may consist of only black coated chain link, black iron fencing, or brick and stone fences consistent with the neighborhood.

(u) All swimming pools must fit naturally into the topography of the proposed lot and be located to provide minimal visual impact to surrounding properties and streets. All pool equipment, including but not limited to, pumps and filters must be sited where it will not cause a nuisance to neighbors and must be screened from view. Absolutely no temporary, fiberglass, drop in, or above ground pools shall be allowed. A fence a maximum of six (6) feet in height and capable of being locked shall surround all swimming pools.

(v) No private tennis courts will be permitted.

(w) No camper, recreational vehicle, trailer, tent, or boat shall be placed in the yard or driveway. Additionally, no treehouses, play equipment (such as swing sets) or other similar outbuildings shall be placed in the front or side yards or so as to be visible from any street.

(x) Fences must be specifically approved in writing by the Developer for both design and location prior to being installed or constructed. Approved fence designs shall be as shown in Exhibit "A". Any fence along property lines that border the boundary of Rowan Oak shall be a type 1 fence and shall be stained. The fence shall be considered an improvement on the property owned by the lot owner and be maintained by the lot owner. Types 3, 4, 5, 6 and 7 must be used in other areas. Fence locations are generally approved to be to the rear of the house and to the property lines or directly behind the house. Exceptions to this guideline may be made to avoid meters, air conditioning equipment, trees, severe slopes, and to enclose basement doors. Corner lot fences in the street side yard shall be no closer to the street than the building line and may be required to be screened with landscaping. Fences are not allowed in buffers or landscape easements. Freestanding dog pens are prohibited.

(y) Swimming pools must be constructed below ground level with the same setback requirements as dwellings and other improvements. A fence at least six (6) feet in height and capable of being locked shall surround all swimming pools.

Section 7. Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and improvement thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any improvement or the use of any Lot or improvement is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

Section 8. Violation. If any improvement shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction, lien the violating Lot, and take any other action permitted by the By-Laws of the Association. Any costs and expenses incurred by the Architectural Control Committee in enjoining and removing any construction or improvements shall become a lien against the Owner's Lot in accordance with Article VIII. Additionally, the Architectural Control Committee shall be entitled to pursue all legal and equitable remedies.

Section 9. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 7 hereof, which such fee will be paid out of regular or special assessments established per Article VII hereof. The fee shall be established from time to time by the Architectural Control Committee.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use. All residential Lots shall be used for single-family residential purposes exclusively. Except as herein provided herein and on the Plat as pertaining to the single family attached and semi-attached Town home Lots, no house, structure or other improvement shall be erected, altered, placed, maintained or permitted to remain on any single family detached Lot other than one (1) detached single-family dwelling. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Architectural Control Committee. Nothing contained herein shall prohibit Declarant from using any Lot owned by Declarant for the purpose of carrying on business related to the development and management of the Community.

Section 2. Signs. No commercial signs, except "for sale" or signs for subdivision lots, shall be erected, placed or maintained on any Lot except as may be required by legal proceedings. Nothing herein shall be construed, however, to prevent Declarant from erecting, placing or maintaining upon any Lot, or permitting the erection, placing or maintaining upon any Lot by builders or residents, of such signs as Declarant may deem necessary or desirable during the period of the development, construction and sale of the Lots and residences constructed thereon. Also, the provisions of this Section shall not apply to any mortgagee who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or deed to secure debt or as transferee pursuant to any proceeding in lieu thereof.

Section 3. Mail Boxes, Property Identification Markers and Decorative Hardware. The Architectural Control Committee shall have the right to approve the location of all mailboxes. Where applicable, all mailboxes shall match, in style and shape as approved, by the Architectural Control Committee. If a replacement mailbox is needed, it shall be identical to the mailbox it is replacing and shall be approved, in writing, by the Association.

Section 4. Garbage Cans, Woodpiles, etc. All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Community. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Only the garbage collection company selected by the Association shall be allowed to collect garbage in the development. No others shall be permitted to serve homes in the development.

Section 5. Prohibited Structures. No mobile home, house trailer, factory or manufacturer assembled homes, modular homes, tent, shack, barn, or other outbuilding or structure (except accessory buildings otherwise permitted hereunder) shall be placed on any Lot at any time, either temporarily or permanently; provided, however, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residences or as one or more real estate sales offices of Declarant for the sale of property.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and in the sole discretion of the Board of Directors, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner or any property located adjacent to the Community. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. Dog house exterior colors and materials must relate to the exterior of the house. The structure should be screened from any view from surrounding roads, and be discreetly located so as to not cause a nuisance to neighbors. No exterior pens, dog runs, or any similar method of controlling household pets shall be erected or maintained on any Lot unless approved, in writing, by the Board of Directors.

Section 7. Incapacitated Motor Vehicles. No automobile or motor driven vehicle may be left upon any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be

considered a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Community. Any towed vehicle, boat, motor home or mobile home regularly stored upon any Lot, or temporarily kept thereon for periods longer than twenty-four (24) hours each, shall be considered a nuisance and must be removed from the Community. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within a private garage. No commercial vehicles may be parked, stored or temporarily kept within the Community, unless such vehicles are stored wholly within private garages, are within the Community temporarily to service existing improvements or are used in connection with construction of improvements within the Community.

Section 8. Nuisance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of buildings or grounds on his or her Lot or Lots. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the neighborhood by the Owners thereof.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Antennas. No Owner shall erect, use, or maintain any outdoor antenna or other device for the transmission or reception of radio signals, or any form of electromagnetic radiation, whether attached to a building or structure or otherwise, without the prior written consent of the Architectural Control Committee; provided, however, no such approval shall be necessary to install: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite and high speed satellite internet services, that are one meter or less in diameter; or (b) antennas designed to receive video programming services via multi-point distribution services that are one meter or less diameter or diagonal measurement; Owners shall install any permitted antenna on the rear of the dwelling unless an acceptable quality signal cannot otherwise be obtained. All permitted antennas shall be physically placed on the house only and no permitted antennas shall be placed on poles placed anywhere on the property. Provided, however, Declarant and the Association shall have the right to erect and maintain such devices or authorize the erection and maintenance of such devices. Each owner acknowledges that this provision benefits all Owners.

Section 11. Firearms and Weaponry. The use of firearms and weaponry in the Community is prohibited. The term "firearms" includes, without limitation, B-B guns, "paint-ball" guns, pellet guns and archery equipment.

Section 12. Air-Conditioning Units. No window air conditioning units may be installed.

Section 13. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved in writing by the Association.

Section 14. Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 15. Entry Features. Owners shall not alter, remove or add improvements to any entry features constructed or erected by the Declarant or the Association on any Lot, or any part of any easement area associated therewith, without prior approval of the Association.

Section 16. Window Treatments. In order to maintain the Community-Wide Standard, no flags, signs or other non-traditional window treatments shall be used which are visible from the exterior of any residential structure.

Section 17. Front Porches. In order to maintain the Community-Wide Standard, all furniture placed on front porches of any residential structure shall be traditional outside porch furniture. non-complying furniture includes, but is not limited to, furniture designed to be housed inside a dwelling, small appliances such as refrigerators, temporary furniture such as cardboard boxes. The ARC reserves the right to remove any furniture, which in the ARC's sole discretion, does not meet the criteria set forth herein, in accordance with the provisions contained herein in this Declaration.

Section 18. SPECIAL PROVISIONS RELATING TO OCONEE COUNTY, GEORGIA
GOVERNMENTAL REQUIREMENTS

18.1. Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.1, entitled "Private Streets, the following shall apply to Rowan Oak Master Planned Development. Provided however, the provisions of this section represent the minimum requirements as defined by the County Government, and this Declaration may impose more restrictive requirements herein or by subsequent amendment thereto:

1. Design Standards -

- A. Private Streets (other than private access drives), if approved by the County, shall meet all minimum geometric design requirements per international Fire Codes and all AASHTO design standards for that road's posted speed, but in no case shall the design speed be less than 15 miles per hour.
- B. Where private streets intersect public streets, private streets shall meet the requirements of public streets including intersection offset requirements, deceleration and acceleration lanes, intersection gradients, and other applicable design and construction requirements of the Subdivision Regulations for Oconee County, Georgia.

18.2. Construction Standards -

Private streets (other than private access drives) shall meet all construction requirements and standards that apply to public streets.

18.3. Right of Way and Easement Requirements -

- A. Private Streets shall be located within a separate parcel of land, no less than 30 feet wide, that is owned by the Association. The width shall include the private street, any drainage structures, sidewalks, or utilities. Unless otherwise approved by Government of Oconee County, Georgia, the Private streets may not be located in an easement over multiple lots.
- B. The declarant and or the Association, shall, upon request, grant an exclusive and irrevocable access and utility easement to the County that is located in the private right-of-way.
- C. All easements shall meet the minimum sizes required by the County.

18.4. Maintenance Provisions -

- A. The County will not maintain roadways, signs or drainage improvements on private streets. The Association shall comply with all provisions of section 1413.1

of the Oconee County Zoning Ordinance. The Association shall provide all maintenance activities and related actions to ensure compliance with Oconee County's NPDES permit for storm water discharges.

- B. Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B., as part of the Association, covenants are required for any Lots on a private street.

As discussed herein below in Article VII of this Declaration, each Lot Owner shall be required to pay an annual fee, said fee to be determined by the Association. In all instances, the Assessment shall be set at a rate adequate to defray costs of ordinary maintenance, plus all other obligations of the Association. Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(1), the Annual Assessment shall at no times be set at less than Fifty Dollars (\$50.00) per month.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(2), maintenance shall be conducted and a periodic maintenance schedule shall be adopted by the Association under the following terms and conditions:

- (A) All road surfaces, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscaping shall, whenever possible, and using good faith and reasonable due diligence, be kept and maintained in good condition at all times, pursuant to this Declaration, the regulations of Oconee County, Georgia, and reasonable rules and regulations adopted by the Association.
- (B) The Association shall determine and adopt a specific periodic maintenance schedule for required maintenance, which may be amended from time to time, provided, however, on or before the final business day of each fiscal year, the Association shall cause an examination to occur as to potential maintenance needs for the Development.
- (C) The Association shall make reasonable periodic examinations of the need for maintenance for road surfacing, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscape upkeep. Upon determining the need for such maintenance, then the Association shall undertake such needed maintenance or repairs as soon as possible.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(3), in addition to any other enforcement provisions contained herein in this Declaration, the Covenants for maintenance shall be specifically enforceable by any property owner served by private road in the development, by the Association, or any other party or entity authorized under this Declaration.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(4), the following formula for assessing the maintenance and repair costs equitably to property owners served by the Private Roads shall be utilized:

So as to equitably assess the maintenance and repair costs for the private roads, each Lot subject to this Declaration shall be assessed an equal assessment for maintenance and repair costs. The formula for calculating the assessment for maintenance and repair costs by the Association may be amended from time to time, as needed, taking into account all reasonable factors, including, but not limited to, the submission of additional Lots or property which may be served by the private streets in the development.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(5), as with all other provisions of this Declaration, the provisions herein contained relating to private streets shall attach to and run with the land.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(6), the maintenance provisions contained herein shall not be dissolved nor modified in such a way so as to conflict with the Subdivision Regulations for Oconee County, Georgia.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(7), ordinary maintenance, as defined, and when applicable, shall include, but not be limited to, road surfacing, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscape upkeep.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(8), notice is hereby given that no public funds of Oconee County have been or are to be used to build, repair or maintain the private streets in the Development.

Section 19. OWNER'S RELEASE REQUIREMENT - At the closing of any Lot in the development, the Purchaser shall execute an Owner's Release form, pursuant to the Subdivision regulations of Oconee County, Georgia, acknowledging that the Government of Oconee County, Georgia has no responsibility for the maintenance and upkeep of the Private Streets in the development; that no public funds of Oconee County were or shall be used to build, repair, or maintain the Private Streets and the undersigned Owner has been duly notified of this fact; and that the Purchaser releases the Government of Oconee County Georgia from any liability or obligation regarding the construction, repair, or maintenance of the Private Streets. Said release shall be recorded in the records of the Clerk of Superior Court for Oconee County, Georgia.

Section 20. STORM WATER DRAINAGE EASEMENTS - The Declarant and or/Association shall convey to Oconee County Georgia, a storm water drainage easement covering storm water detention areas and drainage easements located within the development, pursuant to the regulations of Oconee County, Georgia and the provisions of this Declaration.

ARTICLE VII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot in the Community shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically. Notwithstanding the above, each Lot shall be entitled to one (1) vote in the Association.

Section 2. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation or the By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE VIII

ASSESSMENTS

Assessments against the Lot Owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of the Community and shall be governed by the following provisions:

(a) Liability. Each Lot Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Lot or Lots in accordance with the terms and provisions of this Declaration and Articles of Incorporation and By-Laws. In addition to exercising the remedies provided for herein, the Association may enforce such liability by an action at law to recover all amounts assessed against each unit owner in accordance with the provisions of this Declaration.

(b) Creation of the Lien and Personal Obligation for Assessment. Each owner of any Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association assessment which shall be fixed, established, and collected as herein provided; however, nothing contained herein shall be construed to obligate Declarant to pay assessments on Lots prior to the sale of said Lots.

(c) Uniform Rate of Assessment. All annual assessments shall be fixed at a uniform rate for all Lots except as follows:

(i) Any common expenses benefitting less than all of the Lots, may be specially assessed equitably among all of the Lots so benefitted, as determined by the Board; and

(ii) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be, specially assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and

(iii) Any common expenses significantly disproportionately benefitting all of the Lots should be assessed equitably among all of the Lots in the Community as determined by the Board; and

(iv) Lots owned by Declarant shall not be assessed prior to Declarant's sale of said Lots to third parties.

Nothing contained herein shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the common area or the Lots which the Association has the obligation to maintain, repair, or replace.

(d) Purpose. Assessments shall be levied against the Lot owners and the Lots to defray the common expenses of the Property. The common expenses of the Property shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities, and shall include, but not be limited to, the following:

(i) the management fee, if any, and expenses of administration of the Association;

(ii) the expense of performing the maintenance and any necessary restoration or repair of roadways, alleys, curbing, roadway landscaping, entrance landscaping, and landscaping of traffic islands, pool house, putting green, common area fencing, gates, entrance gates, community lighting, pool or tennis courts;

(iii) common utility bills and charges for other common services, including but not limited to water and power;

(iv) premiums for all insurance policies maintained by the Association;

(v) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder;

(vi) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and

(vii) the creation and maintenance of such reserve funds as are required to be maintained by the Association under Article VIII herein, and such other reserve funds as the Board of Directors shall determine, including but not limited to a reserve for repairs and maintenance;

(viii) a one time capital assessment toward the installation of the community Amenities shall be assessed against all Lot purchases. Thereafter, the costs of maintenance and operation of the putting green and all other Amenities shall be included as part of the regular Association assessments;

(ix) if the Declarant or Association so elect, the mowing by the Association of all landscaped grass areas located in the submitted property. Each Lot Owner and his or her successors in interest expressly consent to a reasonable fee to be Assessed by the Association to cover the costs of same;

(x) maintenance and utility costs for operation of street lights located in the submitted property. Each Lot Owner and his or her successors in interest expressly consent to a reasonable fee to be Assessed by the Association to cover the costs of same; and

(xi) a separate water bill as relating to water use for said Lot for lawn and landscaping irrigation purposes.

(e) Budget, Payment Dates. No less than thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall adopt a budget for the succeeding fiscal year, which budget (i) shall estimate the amount of common expenses which are anticipated to be incurred during such year, and (ii) shall make provision for an adequate reserve fund for maintenance, repair and replacement of those portions of the common elements that must be replaced on a periodic basis. Prior to the commencement of such fiscal year, the Board of Directors shall furnish a copy of such budget to each Lot Owner, together with a written statement of the amount of such common expenses which shall be assessed against such-Lot Owner for such fiscal year. Unless otherwise determined by the Board of Directors, such assessment shall be due on January 1 of each year. The Board of Directors shall be authorized to prorate the annual assessment into twelve monthly or four quarterly installments. In addition, any fees, charges, and other amounts payable by any Lot Owner to the Association shall be added to and shall, unless paid at the time the same are incurred or at some other time determined by the Board of Directors, be due and payable as part of the installment of the assessment next coming due.

(f) Special Assessments. If for any reason, including nonpayment of any Lot Owner's assessments, an annual budget adopted by the Board of Directors for any fiscal year proves inadequate to defray the common expenses for such fiscal year, the Board of Directors may, at any time, levy a special assessment to raise the additional funds necessary to defray such common expenses, which special assessment shall be due and payable at such time and in such installments as the Board of Directors shall determine. Additionally, the Board of Directors shall be authorized to levy special assessments under the circumstances described in this Declaration.

(g) Special Assessments for Capital Improvements. In addition to the assessments which shall be levied against the Lot Owners, the Board of Directors shall be authorized, upon the affirmative vote of 75% of the Lot Owners entitled to cast votes, to levy a special assessment for the purpose of defraying, in whole or in part, the costs of any capital improvements to be made upon the common elements, or for the costs of making repairs or replacements which are not provided for in then current budget of the Association. Any such special assessments for the capital improvements and repairs shall be payable at such time and in such installments as the Board of Directors shall determine.

(h) Collection. In addition to all other remedies provided by law, the Association may enforce collection of the assessments for which a Lot Owner is liable, together with all other amounts as may be owed by such Lot Owner to the Association, as hereinafter provided.

(i) In the event that any Lot Owner shall fail to pay any installment of any assessment levied against him within ten (10) days after such installment shall be due and payable and the payment of, and shall pay, in addition to the amounts so due the Association:

(ii) In the event that any Lot Owner shall fail to pay within five (5) days after the same shall be due, any amounts due and payable to the Association, such Lot Owner shall be liable for the payment of, and shall pay, in addition to the amounts so due the Association:

(a) A late charge equal to Ten (\$10.00) Dollars or ten (10%) percent of the amount so due, whichever is the greater;

(b) interest on the amount so due, and the aforesaid late charge appertaining thereto, from the date same were due and payable, at the rate of ten (10%) percent per annum, until paid; and

(c) the cost of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred; and

(d) in the event the Association shall seek to foreclose its lien on the Lot of such owner, the fair rental value of the Lot from the time of the institution of suit until sale of the unit at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(iii) All sums lawfully assessed by the Association against any Lot Owner or Property Owner's Association Lot, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise and all reasonable charges made to any Lot Owner or Lot for material furnished or services rendered by the Association at the Owner's request to or on behalf of the Lot Owner or Lot, shall, from the time the sums become due and payable, be the personal obligation of the Lot Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except:

(a) Liens for ad valorem taxes on the Lot;

(b) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or

(c) The lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee of the mortgage is the seller of the Lot.

The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessment shall be required.

(iv) The rights of a Lot Owner and all persons entitled to occupy the Lot of such owner, to use the common elements shall be suspended for the period of time any amount due and owing to the Association in regard to any Lot owned by such owner shall remain unpaid; provided, however, that no such suspension shall deny any Lot Owner, or the occupants of any Lot, access to the Lot owned or occupied, nor cause any hazardous or unsanitary condition to exist.

(l) Fee for Statements of Amounts Due. The Association may require the payment of a fee, not to exceed Ten (\$10.00) Dollars as a prerequisite to its issuance of any statement pursuant to the Act or this Declaration.

(j) Mandatory Fee. Each Lot Owner shall be required to pay an annual fee for the first year of ownership, said fee to be determined by the Association.

(k) Shared Assessments. It is the express intention of the Declarant that assessments for all maintenance and repair costs for any and all private roads lying within the Greater Rowan Oak Development, as well as those maintenance, upkeep, utility and repair costs for all shared amenities of the Greater Rowan Oak Master Planned Development, including but not limited to the putting green and pool, whether owned by the Association or by the Condominium Association serving the condominiumized portions of the submitted property, be made and apportioned equally as between all lots in the development, including those Lots owned under the Condominium form of ownership. Only landscape and lawn maintenance for common areas located in that portion of the Rowan Oak Master Planned Development owned under the condominium form of ownership shall be a separate assessment, to be assessed separately by the Condominium Association, pursuant to the Declaration of Condominium for the Courtyard at Rowan Oak, Phase I, the condominium association By-Laws, and the Georgia Condominium Act.

ARTICLE IX

INSURANCE

Insurance (other than title insurance) which shall be obtained by the Association shall be governed by the following provisions:

(a) Types of Insurance. The Association shall obtain and maintain the following insurance policies:

(i) A multi-peril casualty insurance policy covering the common elements, providing as a minimum, fire and extended coverage, vandalism and malicious mischief, on a replacement cost basis in an amount not less than 100% of the full replacement cost of the common elements within the Community. The name of the insured under such casualty insurance policy shall be stated as follows: "Rowan Oak Property Owners Association, Inc., for the use and benefit of the individual Lot Owners in Rowan Oak, Oconee County, Georgia". The amount of coverage of such casualty insurance policy shall be readjusted by reappraisal or reevaluation of the insured property, not less frequently than once every five years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear.

(ii) A comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Lot Owners as a group and shall include protection for damage to the property of others.

(iii) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association, its Officers and Directors or the Lot Owners.

(b) Minimum Qualifications of Insurance Carriers. Each policy of insurance which the Association is required to maintain under the provisions of this Declaration shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.

(c) Minimum Qualifications of Insurance Policies. All policies of insurance which the Association is required to maintain under the provisions of this Declaration shall (a) not allow contributions or assessments to be made against the owner of any Lot, or the holder of any mortgage upon any Lot, (b) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders, or members, (c) not include any limiting clauses (other than insurance conditions) which could prevent any Lot Owner or the holder of any mortgage upon any unit from collecting insurance proceeds, and (d) contain or have attached a mortgage clause which provides that the insurance carrier shall notify in writing all holders of first lien mortgages on any of the units at least ten (10) days in advance of the effective date of any reduction in, cancellation, or non-renewal of such policies.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Lot owners or mortgagees, and no Lot Owner shall be entitled to exercise his right to maintain any additional insurance coverage in such a way as to decrease the amount which it may have in force on the Property at any particular time.

(d) Proceeds on Account of Damage to Common Elements. Insurance proceeds which shall be paid on account of damages to or destruction of any portion of the common elements shall be held by the Association in a construction fund, which shall be used for the purpose of

repairing, reconstruction or rebuilding the portion of such common elements so damaged or destroyed, as provided in this Declaration. If it shall be determined in accordance with the provisions of this Declaration not to repair, reconstruct or rebuild the portion of the common elements so damaged or destroyed, then the insurance proceeds paid on account of the occurrence of such damage or destruction to such portion of common elements shall first be used to clean up and landscape the common elements as necessary in view of the fact that such part of the common elements is not to be repaired, reconstructed or rebuilt, and the remaining insurance proceeds shall be disbursed to the Lot Owners proportionately, such disbursement to be made payable jointly to the Lot owners and their mortgagees. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, the Bylaws, or the Act which may be construed to the contrary, in no event shall any insurance proceeds paid to the Association on account of the occurrence of any fire or other casualty be deemed to be common profits.

(e) Notwithstanding any provision above pertaining to Insurance, this section may be amended by the Declarant or Association from time to time to allow for: any requirements of the Government of Oconee County, Georgia; of the State of Georgia; for the addition of additional property under this Declaration; to meet the requirements of the Georgia Condominium Act for those portions of the Community that are subject to the Georgia Condominium Act; or to comply with the requirements of Fannie Mae.

ARTICLE X

DAMAGE TO OR DESTRUCTION OF COMMON ELEMENTS

Repair, reconstruction or rebuilding of the common elements following damage or destruction to all or any portion of the common elements shall be governed by the following provisions:

(a) Estimates of the cost of repair. As soon as practicable following the occurrence of any damage to, or destruction of any portion of the common elements, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion of the common elements so damaged or destroyed to substantially the same condition as such portion of the common elements were in prior to the occurrence of such damage and destruction and shall proceed with the filing and adjustment of all claims arising under insurance maintained by the Association as a result of such damage or destruction.

(b) Determination to Repair, Reconstruct, or Rebuild. Any damage to, or destruction of the common elements will be repaired, reconstructed, or rebuilt unless the owners of the Lots to which 75% of the votes in the Association are allocated shall determine within 45 days after the occurrence of the casualty not to repair, reconstruct, or rebuild the same.

(c) Manner of Repair, Reconstruction, or Rebuilding. All repairs, reconstruction, or rebuilding to be made as a result of damage by fire or other casualty shall be made in accordance with the following provisions:

(i) The damage shall be repaired, reconstructed, or rebuilt substantially in accordance with the plans and specifications for such damaged property prior to the occurrence of such damage;

(ii) All of the work of repairing, reconstruction, or rebuilding any portion of the common elements, the damage to or destruction of which cause the payments of insurance benefits under insurance policies maintained by the Association, shall be performed under the supervision of the Board of Directors which, in discharging such supervisory responsibility, shall be authorized to employ such building supervisors and architects as the Board of Directors shall deem to be in the best interest of the Association.

(d) Cost of Repairs, Reconstruction, or Rebuilding. The cost of repairing, reconstructing, or rebuilding any portion of the common elements which shall be damaged or destroyed shall be paid with any insurance proceeds which shall be paid to the Association on account of such damage or destruction. If such insurance proceeds are not sufficient to defray such cost of repair, reconstruction, or rebuilding, then the Board of Directors may levy a special assessment against all of the Lot Owners and Lots to raise the excess funds necessary to defray such cost.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Easements for Architectural Control Committee. There is hereby created in favor of the Architectural Control Committee, its members, agents, employees and any management company retained by the Architectural Control Committee, an easement to enter in or to cross over the Lots to inspect and to perform the duties of maintenance and repair of the Lots, as provided for herein.

Section 2. Easements for Declarant. Declarant hereby reserves for himself, his successors and assigns, agents, employees, contractors and sub-contractors, the following easements and rights-of-way in, on, over, under and through any part of the Community as well as in, on, over, under and through any part of the Additional Property for so long as Declarant owns any Lot primarily for the purpose of sale or so long as Declarant retains the right to submit the Additional Property to the Provisions of this Declaration pursuant to Article II hereof, whichever is longer:

(a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) For the construction of improvements on the Lots;

(c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility;

(d) For use as sales offices, model lots and parking spaces in connection with his efforts to market Lots; and

(e) For the maintenance of such other facilities and reasonably required, convenient or incidental to the completion, improvement and sale of Lots.

Section 3. Easements for the Association. There is hereby created in favor of the Association, its Board of Directors, its members, agents, employees and contractors, an easement to enter upon, enter in, or cross over the Lots for the purpose of providing the maintenance required by the Association in this Declaration and for the purpose of constructing sidewalks as specified in Article V, Section 6(m) herein. In addition, the Association shall grant such easements as may be needful and necessary for any shared access to any shared amenities, utilities, private roads, or other features with the Condominium Association for the Courtyard at Rowan Oak, Phase I portion of the community.

Section 4. Other Easements.

A. Sidewalks. In the event certain areas in the submitted property contain paved sidewalk which crosses portions of a Lot or Lots, each Lot Owner and his or her successors in interest expressly consent to an express, non-exclusive easement to the Association and Lot Owners of Rowan Oak for the maintenance of and use of said side-walks which may cross portions of an individual Lot or Lots.

Enforcement. The Architectural Control Committee, the Association, or any Owner, including Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Duration. The Provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. Provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run and bind the land so long as permitted by such law and such provisions may be renewed or extended in whole or in part beyond the initial period permitted by such law for successive periods not to exceed the period

permitted by such law provided such renewal or extension is approved by at least eighty percent (80%) of the Lot Owners. Every Purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance or a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 6. Rights of Mortgagees. In addition to the rights elsewhere provided, each mortgagee of a Lot, or purchaser or insurer of a mortgage on any Lot subject to this Declaration, including Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration and the Federal Housing Administration shall (a) be entitled to written notice from the Association of any default by an owner in the performance of his obligations under the Declaration which is not cured within 30 days; (b) be entitled to attend and observe all meetings of Owners, but not meetings of the Association's Board of Directors; (c) be furnished copies of annual financial reports made to the owners; (d) be entitled to inspect current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, books, records and financial statements of the Association during normal business hours; (e) be entitled to written notice from the Association of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; (f) be entitled to written notice from the Association of any condemnation or casualty loss that affects a material portion of the Community, or the Lot securing its mortgage and (g) be entitled to timely written notice of any proposed action which would require the consent of a specified percentage of mortgagees; provided, however, that such mortgagee or purchaser or insurer of such mortgage shall first file with the Association a written request that such notices be sent to a named agent or representative of the mortgagee at an address stated in such notice.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (I) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or Purchaser to make or purchase mortgage loans on the Lots subject to this Declaration, or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration to the contrary herein, it is expressly provided that any amendment which adversely affects the title to any Lot must be approved by the Owner of such Lot in writing; and (v) so as to comply with the condominium act for those portions of the community under the condominium form of ownership.

All amendments other than those specified hereinabove shall be adopted as follows:

(i) At least seventy-five (75%) percent of the Lot Owners shall be necessary to amend this Declaration. Notwithstanding anything to the contrary herein, it is expressly provided that any amendment which adversely affects the title to any Lot must be approved by the Owner of such Lot in writing.

(ii) The proposed amendment may be proposed by either the Lot Owners or Declarant. The Declarant, or the Association, may call a meeting of the Lot Owners to consider such an amendment and shall be required to call such a meeting upon a petition signed by at least twenty-five (25%) percent of the Lot Owners. If a meeting of the Lot Owners is called to consider such an amendment, the time within which and the manner by which notice of such meeting shall be given, the authorized use of proxies, and the quorum required for the transaction of business at such meeting shall correspond to the requirements for meetings of the Association.

(iii) The consent of the Lot Owners required to approve said amendments shall be obtained by affirmative vote, written consent, or a combination thereof. A meeting of the Lot Owners shall not be required in the event that the requisite approval of the Lot owners is obtained by written consent. The required consent of Declarant shall be in writing.

No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage affecting any Lot unless such holder shall consent thereto in writing. The written consent thereto of any mortgage holder affected thereby shall be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. No amendment shall become effective until filed with the Clerk of the Superior Court of Oconee County, Georgia.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

Section 9. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 11. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 12. Special Provision Pertaining to Common Area Property and Control by the Association. Certain parcels have been delineated on the Plat as Green Space or Common Area (the Common Property). The Common Property has been conveyed to the Association contemporaneously herewith. This conveyance is subject to the Conservation Easement in favor of the Rowan Oak Natural and Scenic Charitable Corporation, Inc., a Georgia Non-Profit Corporation, recorded contemporaneously herewith, or any additional open space areas or Green space Buffer easements which are conveyed to the Rowan Oak Natural and Scenic Charitable Corporation, Inc. at a date after the recording of this Declaration for the benefit of the Community. At such time as seventy-five (75%) percent of the Lots have been sold to owners other than the builders building houses for sale to owners, control of the Association shall be delivered to the Lot Owners. The private drives located in the development have been conveyed to the Association contemporaneously herewith.

Section 13. Preparer. This Declaration was prepared by Russell T. Quarterman, Cecilia P. Mercer and Alec R. Hodson of Russell T. Quarterman, P.C., Attorneys at Law, 1671 Meriweather Drive, Suite 103, Bogart, Georgia, 30622.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument under its seal this 20th day of March, 2005.

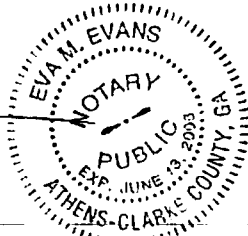
RJC LAND DEVELOPMENT, INC.

By: Robert Cain, President (SEAL)
Attest: _____ (SEAL)

Signed, sealed and delivered in the presence of:

Robert R. Hudson
Witness

Eva M. Evans
Notary Public
This the 20th day of March, 2005.



Rowan Oak Property Owners Association, Inc., hereby consents to the provisions of these protective covenants as the same govern the private roads and common areas in the development.

ROWAN OAK
PROPERTY OWNERS ASSOCIATION, INC.

By: Robert Cain, President (SEAL)
Attest: _____ (SEAL)

Signed, sealed and delivered in the presence of:

Robert R. Hudson
Witness

Eva M. Evans
Notary Public
This the 20th day of March, 2005.

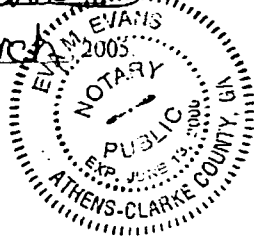


EXHIBIT "A"

The property initially submitted under this Declaration includes:

First:

All those tracts or parcels of land, situate, lying and being in the 1331 District, Oconee County, Georgia, located within the Courtyard at Rowan Oak, Phase I, a condominium development portion of a Master Planned Development under the provisions of the Georgia Condominium Act, as amended, of the State of Georgia (Georgia Laws 1975, p. 609, et. seq., as amended), being known and designated as Units 1010, 1020, 1040, 1050, 1041, 1051, 2000, 2010, 2040 and 2050, together with the common areas contained therein, including the buffer zones along the exterior of the subdivision, amenity areas, and private roads serving the Community, all as shown on that plat of survey dated January 14th, 2005, entitled "Condominium Plat for: The Courtyard at Rowan Oak, Phase I", by Phillip D. Chastain, Georgia Registered Land Surveyor Number 2771, Sheets 1 & 2, said Plat having been recorded March 17th, 2005 in the Office of the Clerk of Superior Court for Oconee County, Georgia at Plat Book 35, Pages 248-249, reference being hereby made to said plat for a more complete description of the property herein submitted.

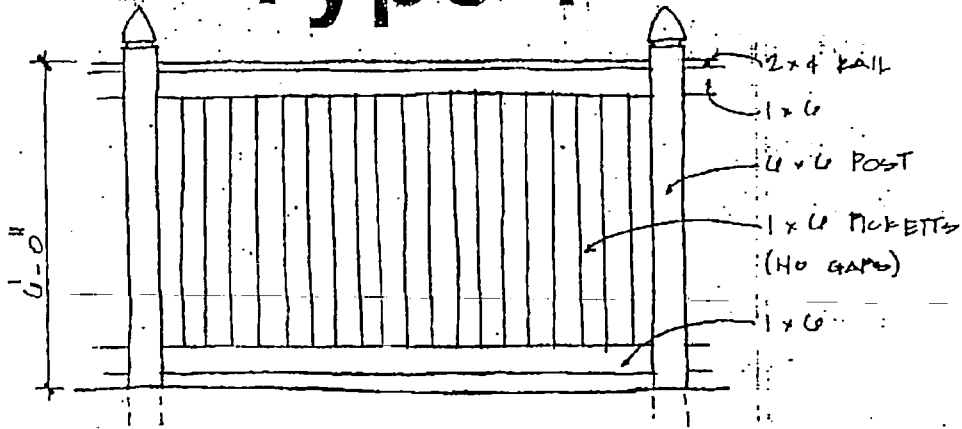
The above described Unit numbers, as shown on the above referenced Condominium Plat for The Courtyard at Rowan Oak, Phase I, dated January 14th, 2005, correspond to the present system of numbering for addresses in Oconee County, Georgia.

Second:

All of the numbered Lots contained in Rowan Oak, said Lots including Lots 1-65, a portion of a Master Planned Development and the common areas contained therein, including the buffer zones along the exterior of the subdivision, amenity areas, and private roads serving Rowan Oak, as the same are more particularly shown on a Plat of Survey dated March 17th, 2005, entitled, "Final Plat For: Rowan Oak", sheets 1-3, by Woods and Chatain Surveyors, Inc., said Plat having been recorded in the Office of the Clerk of Superior Court for Oconee County, Georgia, at Plat Book 35, Pages 265 - 267.

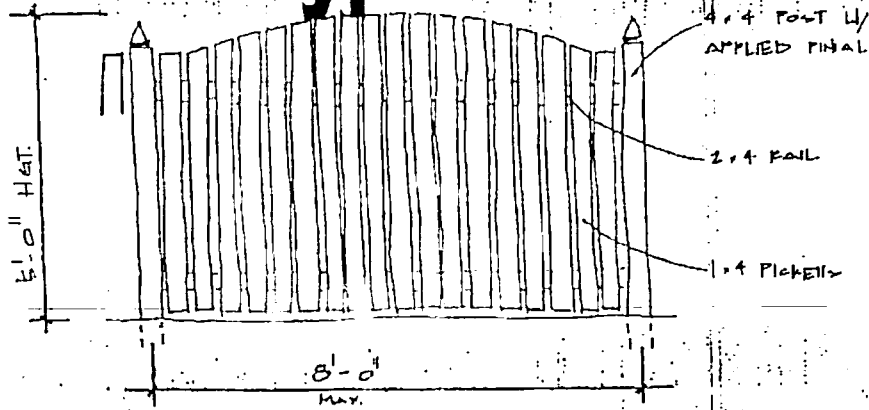
Exhibit B
Fence Guidelines

Type 1



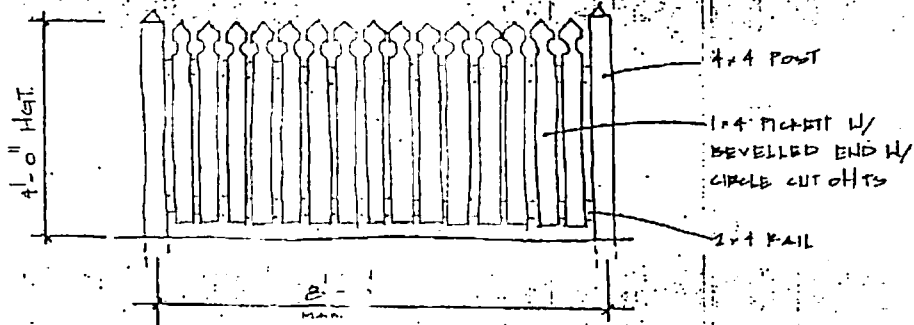
Fence Guidelines

Type 3



Interior lot fencing A.

Type 4

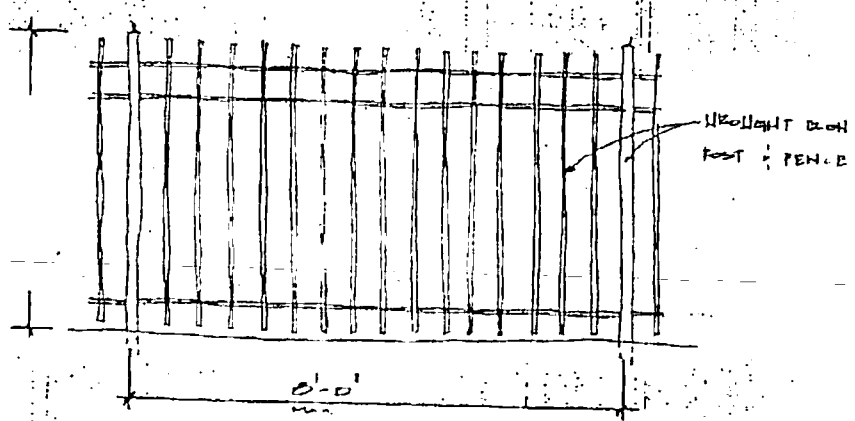


Interior lot fencing B

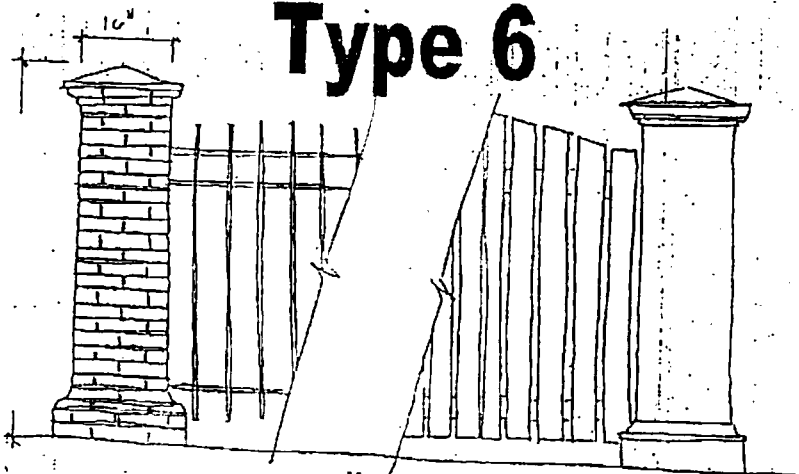
Fence Guidelines

Type 5

4' or 5' high subject to sub-neighborhood specifications



Type 6

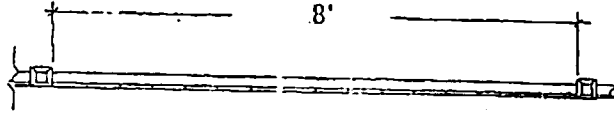


Brick Pier

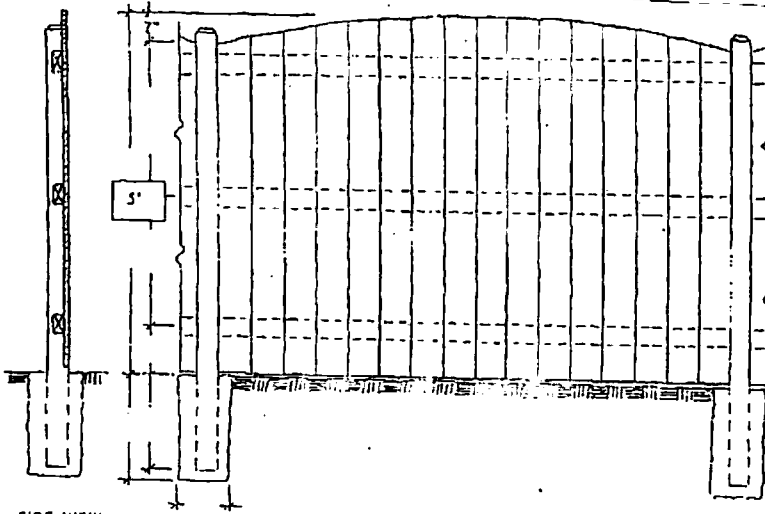
4' or 5' high
subject to neighborhood specifications
Stucco Pier

Fence Guidelines

TYPE 7



PLAN VIEW



SIDE VIEW

FRONT VIEW

POSITIVE ARCH SOLID BOARD FENCE