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Clerk Superior Court, Columbia County
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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

APPLICABLE TO

McCONNELL RUN SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published
this 11th day of February, 2008 by McConnell Development Company, Inc.
hereinafter referred to as the "Declarant",

WITNESSETH THAT:

WHEREAS, McConnell Development Company, Inc. is vested with fee simple
title to certain real property located in Columbia County, Georgia, being known as
McConnell Run Subdivision as more fully described on Exhibit "A" attached hereto and
made a part hereof by reference; and

WHEREAS, it is to the interest, benefit and advantage of and to each and every
person who shall hereafter purchase a portion of said property (hereinafter referred to as
"Owner") that certain protective covenants governing and regulating the use and

occupancy of the same be established, set forth, and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and benefits to be derived by the Declarant and each and every subsequent Owner, said Declarant does hereby set up, establish, promulgate, and declare the following Covenants, Easements and Restrictions to apply to all of said tracts and to all persons owning said tracts or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through the Declarant.

1. DEFINITIONS.

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

(A) "Declarant" shall mean and refer to McConnell Development Company, Inc. and, where applicable, its officers and/or directors, together with its successors and/or assigns;

(B) "Owner" is any record title holder of a portion of the real property described in Exhibit "A" attached hereto, whether a natural person, corporation, trust or other legal entity. "Owner" shall not mean the holder of a Mortgage of Deed to Secure Debt affecting said property.

(C) "The Property" shall mean the real property described in Exhibit "A" or any subdivided portion thereof.

(D) "Lot" shall mean a Lot identified by a number or letter in McConnell Run Subdivision as shown on the plat thereof recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia, and any new Lot created by subdivision as provided herein.

(E) "Association" shall mean the McConnell Run Homeowners Association.

2. USE RESTRICTIONS.

The Property shall only be used for residential and related purposes or in accordance with the applicable zoning laws in effect as of the date of these covenants and as may be more specifically set forth herein. The following specific restrictions also apply:

(A) Nuisances.

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it 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 portion of the Properties 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 portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. 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 the Property. There shall be no hunting or discharging of firearms on any portion of the properties.

(B) Unsightly or Unkempt Conditions.

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot.

(C) Radio and Television Antennae-Satellite Dishes.

All exterior radio, television aerials and satellite dishes must be approved in writing by the Developer and/or Architectural Control Committee, prior to installation.

(D) Garbage Cans, Wood Piles, Tanks, Etc.

All garbage cans, wood piles, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot; provided, garbage cans may be set at the end of the driveway next to the street on the day scheduled for pick up. All rubbish, trash, and garbage shall be stored in appropriate containers and regularly removed from the Property and shall not be allowed to accumulate thereon.

(E) Tents, Trailers and Temporary Structures.

Except as may be permitted by the Architectural Control Committee during initial construction within the Properties, no mobile home, tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. This prohibition shall not apply to restrict construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the Architectural Control Committee in accordance with this Article. In addition, party tents or similar temporary structures may be erected for a

period not to exceed 7 days for special events or longer only with prior written approval of the Architectural Control Committee. No metal buildings shall be allowed. All shops or other out-buildings shall be constructed similarly as the existing primary structure and must be approved in writing by the Architectural Control Committee.

(F) Motor Vehicles and Parking.

Vehicles shall be parked only in garages appurtenant to the residence building on a Lot or in the driveway serving a Lot. Stored vehicles or vehicles which are obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within an enclosed garage. Commercial vehicles, vehicles primarily designed for commercial purposes, tractors, mobile homes, recreation vehicles, trailers, campers, boats and other watercraft shall either be parked in an enclosed garage or out of sight from any road bordering a Lot and from the residence located on the adjacent Lot.

(G) Animals and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or maintained on the Property, except that dogs, cats, other usual and common household pets in a reasonable number may be permitted for other than commercial purposes. No allowed animal may make an objectionable noise or otherwise create or cause a nuisance to the owners of other Lots.

(H) Completion of Construction.

All homes and other structures must be completed within one (1) year from the date construction begins.

(I) No Exposed Block.

Whenever any buildings are erected on any lot or parcel that are constructed in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry units, such portion of construction shall be veneered with brick, natural or synthetic stone, stucco or other approved material over the entire surface exposed above finished grade. Such approval must be obtained from the Architectural Control Committee. All homes built in McConnell Run Subdivision shall have brick or stone accent with siding as plan approved.

(J) Mailboxes.

Mailboxes shall be built according to the character of the subdivision and shall compliment the house and the neighborhood. Any mailboxes installed in replacement of those installed by builders shall conform in design and structure to the mailbox being replaced.

(K) Additional Buildings or Structures.

Any building or structure which is added to or constructed apart from the main residence must conform to the design and exterior of the main residence on said Lot. Plans of any such additional building or structure must be approved in writing by the Architectural Control Committee prior to its construction on any Lot. All additional buildings or structures must be constructed on a concrete slab foundation unless it contains a basement. There shall be no prefabricated structures installed on any Lot.

(L) Fencing.

Any portion facing the street must be wooden, or wooden in appearance. Dog pens may be erected but cannot be visible from the front of the street. All fences must be approved in writing by the Architectural Control Committee prior to installation.

(M) Wiring.

All wiring shall be underground from the point where each Lot or parcel of land meets the right-of-way.

(N) Signs.

No signs of any kind shall be displayed to public view, except these Covenants shall permit the display of one sign of not more than 5 feet square advertising property for sale or signs which are used by the Developer, Builder, or Realtor to advertise the Property during the construction and sales period.

(O) Clothes Lines, Air Conditioners and Playground Equipment.

No outside clothes line will be permitted. Window mounted air conditioning units may be used but cannot be visible from the street. Recreational and playground equipment shall be placed or installed only upon the rear portion of any Lot.

(P) Easements.

Access to or the use of drainage and utility easements shall not be restricted in any way. Furthermore, natural drainage shall not be diverted or changed without the written consent of Developer.

(Q) Landscaping and Property Maintenance.

The Builder or property owner erecting a structure on any Lot is required to install sod forty (40) feet in the front and twenty (20) feet in the side yards, extending to the

back corner of the structure. Side yard sod installation must extend to the rear corner of the dwelling. The grounds of each Lot, once a structure is completed, whether vacant or occupied, shall be maintained in a neat, attractive condition. Each owner shall keep and maintain each Lot and Structure owned by him/her/them, as well as all landscaping located thereon, in good condition and repair including, but not limited to, (a) the repair and painting (or other appropriate external care) of all structures; (b) the seeding, watering, and mowing of all lawns; and (c) the pruning and trimming of all hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians. If, in the opinion of the Architectural Control Committee, or its successor, or the Association any owner has failed to perform the duties imposed by this Section, the Architectural Control Committee or the Association shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner fails to take reasonable steps to remedy the condition within fifteen (15) days of the mailing of said written notice by Certified Mail, the Architectural Control Committee or the Association shall have the rights and remedies set forth herein.

3. BUILDING RESTRICTIONS.

(A) Architectural Control Committee.

There is hereby established an architectural control committee (ACC). Said committee shall initially consist of William D. McConnell, Jr., Crawford A. McConnell, and Ann Chitwood who shall serve until 85% of all lots in Phase I and Phase II of this subdivision are sold and transferred out of the developer's name, or until his/her successor(s) have been appointed by the Declarant. Should any member resign, the

remaining members may designate a successor member. Such designation shall be in writing and in a form recordable in the Columbia County Superior Court Clerk's Office. No building, fence, wall, shed, outside lighting, or other structure of any kind or description shall be commenced, erected or maintained upon the Property, nor shall any addition or alteration to any existing structure be made on a Lot until the plans and specifications thereof showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to, and approved in writing by, the ACC. The ACC shall have thirty (30) days from receipt of such plans and specifications to approve or disapprove same in writing, or such approval will be deemed to have been granted. The decisions of the ACC shall be in its sole discretion and may be based upon any grounds, including purely aesthetic ones, it being to the benefit of each owner to maintain the quality, uniformity and aesthetics of the Property as a whole.

(B) Specific Restrictions.

- (1) Only single-family residences with appropriate out-buildings or garages shall be constructed on a Lot, upon approval by the ACC.
- (2) The single story residences constructed shall have no less than 2600 square feet of heated and cooled living area so long as plans therefore are approved by the ACC as hereinabove required. Any two story residences shall have no less than 1800 square feet of heated and cooled living area on the main floor and a total of no less than 2600 square feet of heated and cooled living area so long as plans therefore are approved by the Architectural Control Committee as hereinabove required.

- (3) No lot as platted on the original recorded plat shall be subdivided so as to create a new lot..
- (4) The developer requests that inasmuch as possible the primary residence shall be built as near to the center of the Lot as feasible. Because of topography, soil type, etc. this may not be feasible and the ACC agrees to work with the owner of the Lot to find an agreeable location on the Lot. No home or outbuilding shall be located any nearer to the property lines than one hundred twenty (120) feet from the centerline of the right of way of any road or street, or nearer than twenty five (25) feet to any side line, or fifty (50) feet from the rear line. The Architectural Control Committee has discretion to make exceptions to the minimum setback lines shown herein. The exact location site for any buildings, to include the primary building or any other buildings, shall be approved in writing by the Architectural control Committee. This location approval shall include setback lines on each lot, which may vary depending on the potential location of septic tanks, septic tank lines, and wetlands.
- (5) The homeowner shall be responsible for the maintenance of all grassed rights-of way along the roadway that borders each Lot including the re-establishment of grassing as necessary.
- (6) Easements.
- The Developer reserves to the Developer, its successors and/or assigns forever, the right to create perpetual easements in, on and over any part of the property owned by the Developer for any purpose which the

Developer deems necessary, including, but not limited to an easement to create an Area of Common Responsibility to offer a decorative and attractive entryway to the Subdivision. Any subsequent owner of any Lot which an easement created by the Developer is appurtenant to shall have title to all of the land they purchased in fee simple, but said title shall be subject to the easement created by the Developer. Said Owner shall allow the Developer, its employees, agents, successors and/or assigns access at all reasonable times to the easement area without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes. The Developer and its employees, agents, successors and/or assigns shall be responsible for leaving each Lot in good condition following any work or activity undertaken in an Easement Area pursuant to these provisions.

(7) Zoning and Private Restrictions.

None of these Covenants, Restrictions, or Easement created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and these Covenants, Restrictions and Easements created or imposed by the Declaration, the most restrictive provision shall control.

(8) Cutting of Trees.

The Architectural Control Committee has the right to approve the cutting of trees on each lot. The Architectural Control Committee will allow all trees

to be removed from the exact building location; however, the removal of any trees in any other location exceeding five (5) inches in diameter must be approved in writing by the Architectural Control Committee in advance.

4. ENFORCEMENT.

Declarant, the ACC, or any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, covenants or easements contained herein. Failure by any party to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

5. DETENTION PONDS.

There are two detention ponds located in the subdivision. One detention pond is located on a portion of Lots 24 and 25 and one detention pond is located on a portion of Lots 11, 12, 17 and 18. The detention ponds provide general drainage for the entire subdivision as required by county regulations. The owners of the said lots mentioned herein shall be responsible for cutting the grass and doing general maintenance of the detention pond areas located on each lot. If there are ever any capital improvements to be performed on the detention ponds, such as dredging or reconfiguration or any requirements for cash expenditure for upkeep and maintenance, other than of a general nature, requiring a major cash outlay, such expenditures will be paid for by the Association, either by way of dues or other assessment.

6. AMENDMENT.

This Declaration may be amended by the Declarant at any time up until twenty lots are conveyed of record to third parties. Thereafter, any amendment hereto shall be in writing, in a form recordable in the Columbia County Superior Court Clerk's Office, and

signed by the Owners of at least seventy-five percent (75%) of the Lots (including any new Lots created by subdivision) in McConnell Run Subdivision.

7. REMEDIES.

In the event of a violation or breach of any of the Declarations and Restrictions contained herein by any owner, or agent or such owner, the Association, the owners of the lots in McConnell Run Subdivision or any of them jointly or severally, shall have the right to proceed at law or equity to compel the compliance to the terms hereof or to prevent the violation or breach of the Covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer, the Association or any owner of a Lot in McConnell Run Subdivision has the right, whenever there shall have been built on any lot in the subdivision any structure or other condition created which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in these Declarations, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

8. PROPERTY RIGHTS AND ASSOCIATION.

(A) Title to the common area entrance area shall be deeded to the Association by the Developer for the benefit of all Owners. The common area entrance area shall be

maintained and kept by the Association to enhance the beauty and ambiance of McConnell Run Subdivision.

(B) Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(C) Each member of the Association, as defined herein obligates himself, herself, or itself, and by the ownership of a single-family residential lot in McConnell Run Subdivision shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Governors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in McConnell Run Subdivision, including any additional area or areas added in the future, pursuant to the provisions herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges in the Association for such lots or areas. Lots which are still owned by the Developer are not subject to dues or assessment until said lots are sold and closed into a third party's name.

(D) Each residential building lot on the aforementioned plat of McConnell Run Subdivision shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. No sale or conveyance of a lot, whether voluntarily or involuntarily made, by or in the name of an owner, shall operate to extinguish the obligation of the owner as a member of the Association to pay the sums owed by such owner to it.

9. AMOUNT OF THE ASSESSMENT.

Any annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Governors or the Association by majority vote; provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Special assessments may be imposed by majority vote at an annual meeting or special meeting of the Association called in accordance with its By-Laws. The initial dues are set at \$200.00 per year per lot, being due on January 15th of each year.

Each such annual assessment shall be due and payable in advance on January first of each year. The amount of said annual assessment due for each lot conveyed from the Developer shall be prorated based upon said initial annual assessment as of January 1st of the year of sale. Special assessments imposed in accordance with these Declarations and the By-Laws of the Association shall be due and payable at such time as the Association designates.

9.01 USE OF THE ASSESSMENT.

The amount of assessment paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- (a) maintenance of entrance signs, entrances, entranceway lighting fixtures and like entrance area improvements of McConnell Run Subdivision;
- (b) for such purposes as set forth in the corporate charter or By-Laws of the Association as they now exist or as the same may be hereafter amended;
- (c) for such other lawful purposes as the Board of Directors of the Association shall determine.

10. SEVERABILITY CLAUSE.

The invalidation of any one or more paragraphs or portions of these Declarations and agreement by judgment or decree of court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

11. EFFECTIVE PERIOD.

These Declaration and agreement shall be effective immediately upon the filing of the same for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until twenty (20) years from the recordation of these Declarations, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter and for successive periods ten (10) years each without limitation, unless six (6) months prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than fifty percent (50%) of the lots then subject to these Declarations shall be placed on record in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in which agreement of any of the aforementioned covenants, restrictions, reservations, servitude, and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification should be fully executed and recorded, the original covenants, restrictions, reservations, servitude and easements as therein modified shall continue in force for successive periods of ten (10)

years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as the Developer shall hold title to any portion of the herein described property, or to any additional real estate added to the scheme of the development herein set forth, the Developer as well as its successors and assigns, or heirs and assigns, as the case may be, shall have, and is hereby granted, the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these Declarations and to waive, repeal or vary these Declarations in any one or more respects whenever in the sole and controlled opinion of the Developer, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of McConnell Run Subdivision as a residential area.

This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon, and shall inure to the benefit of the successors, successors-in-title and assign of Declarant and all owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

12. NOTICES.

All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent of any kind made pursuant to this Declaration, whether made by the Developer, the Owner, or any other person, shall be in writing. All such writings shall be sufficient only if delivered in person to the recipient, or deposited in the

U.S. Mail with adequate postage and sent to the following addresses:

To Developer: 5443 White Oak Road, Appling, GA 30802

To Owner(s): Each owner's address according to the system of numbering streets and numbering houses then in effect.

IN WITNESS WHEREOF, the Declarant has caused these present to be duly executed the day and year first above written.

DECLARANT:
McConnell Development Company, Inc.

By: William D. McConnell, Jr.
William, D. McConnell, Jr. President

Signed, sealed and delivered
in the presence of:

Karen M. Holden
Unofficial Witness

Jm
Notary Public

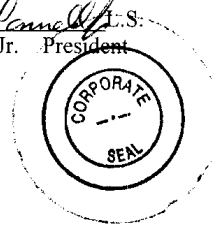


EXHIBIT 'A' LEGAL DESCRIPTION

All those lots or parcel of land, with any improvements thereon, situate, lying and being in the 129th G.M.D., Columbia County, Georgia, consisting of Lots 1-30 inclusive as shown on a plat of McConnell Run Subdivision prepared by Civil Design Solutions, L.L.C. dated 12/17/2007 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Cabinet F, Slide 117, No(s) 1-3; reference being hereby made to said plat for a more complete and accurate description of said property, its metes, bounds and location.