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mencement of a fiscal year to prepare a budget covering the estimated costs of operating the Association and the Properties during the coming year. The budget shall separately list General and Parcel Assessments, if any, and specific assessments to the extent known. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all members at a central location on the Properties at least twenty (20) days prior to the annual meeting of the Association. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible vote and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need be, the budget and assessments in effect for the current year shall continue for the succeeding year.

(b) Despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed the current "maximum allowable assessment amount." The current "maximum allowable assessment amount shall be determined as follows:

Take the difference between the consumer price index, as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers, Atlanta, Georgia, all Items, ("Index"), for June of the year under consideration and the consumer price index as established by the Index for June, 1991, and divide such difference by the consumer price index as established by the Index for June, 1991. Thereafter, the resulting quotient is to be multiplied by one hundred. This resulting quotient expressed as a percentage, multiplied by the assessment existing in June, 1991, is the amount by which the assessment in existence may be increased, such increased amount being the current maximum allowable assessment amount.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a special assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote; provided that so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant.

Section 6. Effect of Non-payment of Assessments: Additional Maintenance Fee. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten (\$10.00) Dollars or ten (10%) percent of the initial assessment amount owed, whichever is greater; provided, if the Board does not determine a late fee, the late fee shall be the maximum amount hereby authorized.

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Section 7. Commencement of Assessments. Notwithstanding anything herein to the contrary, any and all assessments provided for in or otherwise assessed pursuant to this Declaration shall commence against a respective Lot as in this Section provided. Any and all assessments shall commence in respect to each respective Lot at the earlier to occur of the following: (i) at the time of conveyance of the respective Lot by the Declarant to an Owner other than a Builder/Owner or (ii) one (1) year from the date such Lot is conveyed to a Builder/Owner or (iii) at the time a Residential Unit constructed on such Lot is first occupied. The date of commencement of the assessment as to any particular Lot, as determined aforesaid, is herein sometimes referred to as the "Commencement Date." The first annual assessment for a Lot payable to the Association in respect to such Lot shall be adjusted according the number of months remaining in the calendar year as of the Commencement Date. Such prorated assessment shall be paid on the Commencement Date or such later date as provided by the Board of Directors.

ARTICLE VIII

ARCHITECTURAL STANDARDS

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the New Construction Review Board, or the Modifications Committee.

Section 1. New Construction Review Board. The New Construction Review Board (NCRB) shall have exclusive jurisdiction over all original construction on any portion of the Properties. No original construction, improvements, buildings, structures, or development of any kind whatsoever shall commence or be carried out on any Lot until approved in writing by the NCRB. Approval shall be subject to such regulations, architectural standards, and application procedures as may be promulgated by the NCRB and as set forth herein. The NCRB may charge a reasonable fee not to exceed one-tenth of one percent (1/10th of 1%) of the cost of construction of the improvement or One Hundred (\$100.00) Dollars, whichever is greater, to cover the administrative expense of its review and comment, such fee to be payable to the NCRB members. The NCRB shall make its regulations, standards, and procedures available to Owners, Builder/Owners, and developers who seek to engage in development or improvement of construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. The Declarant, in its sole discretion, shall appoint the members of the NCRB which shall consist of three (3) members, none of whom shall be required to be residents of Stone Creek or own property at Stone Creek. The NCRB shall and may act independently of the Association and its Board until such time as the Declarant assigns its rights of appointment to the Board of Directors, at which time the NCRB shall function in the same fashion as committees of the Association. This Section may not be amended without the written approval of Declarant. Decisions of the NCRB shall take into account and be founded upon the nature, kind, shape, color, size, material and lo-

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cation of any construction, improvements, buildings, structures or development and the quality of workmanship planned, the design and harmony of external design and relation to surrounding structures, topography and elevation of such construction, improvements, buildings, structures and development. The provisions hereof shall not be applicable to the Golf Course, Country Club or any of the Additional Property; provided such shall be applicable to those portions of the Additional Property annexed to this Declaration.

Section 2. Modifications Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, throughout the Properties; provided, however, the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration, so long as the MC has determined that such board or committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the MC shall not have jurisdiction over modifications or alterations made by the Declarant or Builder/Owners, and the jurisdiction of the MC shall be subordinate to the NCRB. Decisions of the MC shall be advisory in nature and reported to the Board of Directors no later than thirty (30) days prior to the time the Board's power to deny a proposed modification expires. In the discretion of the Declarant until such time as the Declarant assigns its rights of appointment to the Board of Directors, or in the discretion of the Association after such time, the New Construction Review Board may serve as the Modifications Committee.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice subject, however, to the standards set forth herein. In addition thereto, the following standards shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval and the MC may review and approve or deny any prepared alteration of change considering among other reasonable criteria quality of workmanship and design and harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Residential Unit or to paint the interior of his or her Residential Unit any color desired. In the event the Board, after receiving the report of the MC, falls to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved. The MC may charge a reasonable fee not to exceed One Hundred (\$100.00) Dollars to cover the administrative expense of its review and comment, such fee to be payable to the Association. The provisions hereof shall not be applicable to the Golf Course, Country Club or the Additional Property; provided such shall be applicable to those portions of the Additional Property annexed to this Declaration.

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Section 3. Approval of Sanitary Disposal Systems.

(a) Notwithstanding any other provision contained herein to the contrary, the New Construction Review Board shall have the complete authority, right and power to approve any and all installation of a sanitary sewer system as may serve a Lot, prior to the Lot owner having any such sanitary sewer system installed. By way of example and not limitation, prior approval of the NCRB shall be required before the installation of any septic tank system as may serve a Lot and in so reviewing any application for a sanitary sewer system as may serve a Lot, the NCRB may take into account modern technology, including alternatives to individual septic tank systems, and facilities as may be available, from time to time, to provide sanitary sewage service to each Lot. The NCRB may deny the right of a Lot Owner to install a sanitary sewer system as may serve a lot if the NCRB determines that the central sanitary sewage disposal system will be available to serve a Lot within 180 days from the date a Lot Owner signs a contract.

(b) Unless otherwise provided herein, each Lot within the properties shall be required to connect and to maintain connection to the central sanitary sewage disposal system. However, until such time as a central sanitary sewage disposal system may be available to serve the Lots within the Properties, each Lot owner shall provide his or her own sanitary sewer disposal system serving such Lot which shall be subject to approval prior to installation as set forth hereinabove. At such time as a central sanitary sewage disposal system is installed and available for service for the Lots within the Properties, no further individual sanitary sewage disposal systems, including septic tank systems, may be installed to serve any respective Lot. Any individual sanitary sewage disposal systems, including septic tanks, as approved prior to the installation of a central sanitary sewage disposal system, shall be authorized to remain until such time as such individual septic tank system is no longer operational or otherwise serving such Lot. At such time as a central sanitary sewage disposal system is installed and operable to serve Lots, all Lots which have not had approved individual sanitary sewage disposal systems, including septic tanks or alternatives thereto, approved, shall be required to connect and to maintain connection to the central sanitary sewage disposal system. In addition, all Lots which have been approved for septic tanks, or alternatives thereto and are thus served by individual sanitary sewage disposal systems, shall be required to connect to the central sanitary sewage disposal system at such time as the same is installed and operable from and after the time that the individual sanitary sewage disposal system serving such Lot is, in the opinion of the Board of Directors, no longer operational and reasonably able to provide service to such Lot.

(c) The language contained within this Section 3 shall not create, express or implied, any right of a Lot Owner to install his or her own sanitary sewer disposal system and the right to install such system shall only be granted by the NCRB as provided herein.

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ARTICLE IX

MORTGAGEE'S RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Stone Creek. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of Stone Creek Property Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined.

Section 1. Notice of Action. So long as required by the Federal National Mortgage Association but only provided that Stone Creek is a planned development approved by or seeking approval by such Association (and such is approved by the Declarant, in writing) an institutional holder, insurer, or guarantor or a first mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"); will be entitled to timely written notice of:

(a) any proposed termination of the development;

(b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot or Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

(d) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(e) any proposed action which would require the consent of eligible holders, as required in Sections 2 and 3 of this Article.

Section 2. Other Provisions For First Lien Holders. To the extent possible under Georgia law:

(a) Any restoration or repair of the Common Area after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless approval is obtained of the eligible holders of first mortgages to which at least fifty-one (51%) percent of the votes of Lots and Residential Units, subject to mortgages held by such eligible holders are allocated.

(b) Any election to terminate the development after substantial destruction or a substantial taking in condemnation must require the approval of the eligible holders of first

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mortgages to which at least fifty-one (51%) percent of the votes of Lots and Residential Units, subject to mortgages held by such eligible holders, are allocated.

Section 3. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the development made as a result of destruction, damage, or condemnation pursuant to (a) and (b) above, or to the addition of land in accordance with Article VI which might occur pursuant to any plan of expansion or phased development previously approved by the agencies and corporations, to the extent such approval was required under the applicable programs of the agencies and corporations.

(a) The consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages to which at least sixty-seven (67%) percent of the votes of such subject to a mortgage appertain, shall be required to terminate the development.

(b) So long as required by the Federal National Mortgage Association but only provided that the Stone Creek community is a planned development approved or seeking approval by the Federal National Mortgage Association (and, such is approved by the Declarant, in writing) the consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages to which at least fifty-one (51%) of the votes of Residential Units and Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance of Fidelity Bonds;
- (v) rights to use of the Common Area, subject to the allowances herein contemplated;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) other than as in this Declaration provided, expansion or contraction of the Properties, or the addition, annexation, or withdrawal of property to or from the regime;
- (viii) other than as in this Declaration provided or contemplated, boundaries of any Lot;

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(ix) leasing of Residential Units;

(x) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Lot;

(xi) establishment of self-management by the Association where professional management has been required by any of the agencies or corporations; or

(xii) any provision included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots and Residential Units.

Section 4. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), but only provided that Stone Creek is a planned development approved by or seeking approval by The Mortgage Corporation (and such is approved by the Declarant, in writing), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots or Residential Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 5. Payment of Taxes. First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 6. No Priority. No provision of this Declaration or the By-Laws gives or shall

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be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 7. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Residential Unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

ARTICLE X

GENERAL PROVISIONS

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a term of twenty (20) years from the date of recording, unless amended, as herein provided. Notwithstanding the limitation of these covenants and restrictions running for a term of twenty (20) years as aforesaid, the covenants and restrictions contained herein may be continued beyond the twenty (20) years as set forth hereinabove as provided in this Section. Each such continuation shall continue for ten (10) years and there shall be no limit on the number of times such covenants and restrictions may be continued. To continue the covenants and restrictions herein, at least two-thirds (2/3) of the record owners of Lots affected by such covenants and restrictions shall execute a document containing the legal description of the entire area affected by this Declaration, a list of the names of all record Owners of Lots affected by the covenants and restrictions herein, and a description of covenants and restrictions to be continued, which may be incorporated by reference to another recorded document. Such document, together with the affidavit of an attorney licensed to practice in this state stating that he or she has searched the land records and has verified the names of the record Owners appearing in the document, shall be recorded in the office of the Clerk of Superior Court of the county where the Property is located prior to the expiration of the initial twenty (20) year period or any subsequent ten (10) year extension. No such covenant or restriction shall be renewed after the lapse of time of such initial period or extension period. Notwithstanding anything contained herein to the contrary, this Section and the terms hereof shall deal with restrictions and covenants and shall not be deemed to deal with the easements contained herein and, otherwise, shall be limited as construed pursuant to the terms of Georgia law and O.C.G.A. §44-5-60 and relevant case law thereunder.

Section 2. Amendment. Subject to the provisions of Article IX, this Declaration may

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be amended only by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments, plus the consent of the Class "B" member. Any amendment must be recorded among the Official Records of Lowndes County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration need to be amended to conform to guidelines established by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or an institutional lender who holds a loan secured by property subjected to this Declaration, Declarant, without need of a membership vote, may make and adopt such amendments.

Section 3. Variances and Waiver of Restrictions. So long as permitted by Georgia law and so long as Declarant owns any Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall not have personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contact or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 5. Merger and Subdivision of Lots. Upon application in writing by an Owner of adjoining Lots, the Declarant and, upon assignment of such right, the Board of Directors, may authorize the merger of adjoining Lots or the subdivision of a Lot, subject to the consent of such mortgagees as may have an interest in the affected Lot. Such merger or subdivision shall be in conformance within the provisions of any Supplemental Declaration that may be applicable to such Lots, including provisions which may further regulate merger or subdivision and use provisions regulating use of Lots. Such plats and plans as may be necessary to show the merged or subdivided Lots shall be thereafter prepared at the expense of the requesting Owner, who shall additionally be

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responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. The Declarant (or Board of Directors, as the case may be) may impose conditions for use of the merged or subdivided Lot as a condition precedent to granting approval for such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 6. Corrective Plats. Until the time a Lot or Residential Unit within a respective Parcel or Phase is transferred by the Declarant to another (other than a Builder/Owner, an affiliate of Declarant, or a holder of a first mortgage), no owner of any Lot or Residential Unit shall have any rights whatsoever to the continuation of any covenants, or restrictions on such Parcel or Phase as contained herein or as may be imposed, expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or Residential Unit within a respective Parcel or Phase is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions, or restrictions or may take whatever steps it deems necessary or desirable to avoid the implication of such existing.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Bush, President of the United States.

Section 9. Reservation From Lot Conveyance. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part hereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 10. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be

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construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

ARTICLE XI

USE RESTRICTIONS

Section 1. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood to include by way of example and not limitation, any outside speaker systems and lighting that is deemed offensive by the Board of Directors of the Association. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden; provided that the Declarant expressly reserves unto itself and its invitees the right to hunt on any portions of the Additional Property so long as such is not submitted and subject to the terms of this Declaration. Other than as expressly stated in the preceding sentence, no hunting shall be permitted on the Property.

Section 2. Temporary Structures. Subject to Declarant's and Builder/Owner's reserved rights herein, and other than for temporary facilities as might be installed by Declarant, the Association for purposes of administration of the Properties, or the Owner of the Golf Course, Country Club, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

No garage, servants' quarters, or other permitted accessory structure shall be erected, placed, or maintained on any Lot until construction of a main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. Boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be stored out of view from the streets, lakes, ponds, water courses and Golf Course, Country Club and shall not be stored in any street right-of-way or on driveways.

Section 3. Signs and Billboards. No signs, including for sale signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors, except for Builder/Owners, who may place on each Lot owned by such Builder/Owners during the construction and sales period of improvements signs as approved by the Declarant. The Board of Directors is expressly authorized to regulate the size and number of for sale or similar signs as may be placed on a Lot. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of Property.

Section 4. Unightly or Unkept Conditions. It shall be the responsibility of each

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Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on his or her lot. Any item such as boats, boat covers, outside patio furniture, or any other articles that can be viewed from the street, lakes, ponds, water courses, and Golf Club, Country Club shall be maintained in a neat and attractive condition as determined by the Association.

Section 5. Oil and Mining Operations. Other than for water wells as might be established on the Properties, no oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 6. Storage and Disposal of Garbage and Refuse. Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure of the Lot.

Section 7. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other usual household pets may be kept by the respective Owners on their respective Lots, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb the Owner of any Lots within the Stone Creek community; provided that the Board of Directors may, by adoption of rules and regulations, (i) prohibit from the community animals which are determined by the Board to be dangerous or detrimental to the health, safety or welfare of the Owners and (ii) prohibit any respective pet from travel upon or use of the common area unless the owner of such pet pays a user fee to the Association in an amount determined by the Board. In addition, rules and regulations may include but not be limited to the prohibition of animals as to size, weight or type. No pet enclosure shall be erected, placed or permitted to remain on any Lot subjected to this Declaration. In the event a pet or pets become a nuisance in the opinion of the Declarant or the Board, they shall be removed from the properties. All animals, as are permitted herein, shall be kept and maintained in accordance with the rules and regulations established by the Board of Directors.

Section 8. Drainage. Natural drainage of streets, Lots, or roadway ditches will not be impaired by any Owner. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. Declarant or

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the Board may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner, and such break will be installed without hindrance to drainage, and such work is subject to inspection and approval, as provided in Article VIII hereof.

Section 9. No Antennas, etc. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any Lot, residential unit, or any other portion of the Properties, unless contained entirely within the interior of a building or otherwise installed by the Association or the Declarant, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or residential unit, which may unreasonably interfere with the reception of television or radio signals within the Properties.

Section 10. Limitations of Construction. No construction of improvements on any Lots or within the Common Area shall be undertaken or conducted on Sundays, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury or damage to personal properties, and (iii) such construction as otherwise permitted by the Declarant.

Section 11. Commencement of Construction and Occupancy of Residential Units. Once commenced, the construction of a Residential Unit on a Lot shall be completed within eighteen (18) months from the date of commencement. A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof have been completed and a certificate of occupancy, if issued by the local jurisdiction in which the property is located, for such Residential Unit has been issued. During the continuation of construction of any Residential Unit, any and all contractors in respect to the construction thereof shall maintain the Lot, the Residential Unit, and the surrounding Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the Owner of the Lot shall cause such contractors to immediately remove all equipment, tools and construction material and debris from the Lot and Residential Unit on which such construction has been completed.

Section 12. Approval of Plans. No approval of plans and specifications and no publication of standards pursuant to the terms of this Declaration by the New Construction Review Board or the Modifications Committee shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Residential Unit or other improvement built in accordance therewith will be built in a good workmanlike manner. The Declarant, the Association, the New Construction Review Board or Modifications Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, any loss or damages to any person rising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications as

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with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 13. Construction Criteria and Requirement of Compliance With Law. All Residential Units and other structures shall be constructed in compliance with any and all applicable state, county and municipal, zoning and building restrictions and any applicable regulations and restrictions as might apply to the real estate. All grading, clearing, construction of impervious surfaces, building and other construction activity performed on Lots or Residential Units that are subject to the rules, regulations, guidelines and restrictions of any regulatory authority shall be performed in accordance with such rules, regulations, guidelines and restrictions.

Section 14. Building Criteria. Each Owner of a Lot or Residential Unit shall provide visually screened area to service yards in which garbage receptacles, fuel tanks, wood piles, gas and electric meters, air conditioning equipment, and vehicles, materials, supplies and equipment which are stored outside by Owners shall be placed or stored in order to conceal them from view from roads and adjacent Properties. Any such visual barriers shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the New Construction Review Board in accordance with the terms of this Declaration.

Section 15. Prohibition of Timesharing. No arrangement as might be subject to registration under the Georgia Timeshare Act nor any other plan, scheme, idea, or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, whereby a purchaser or other consumer, in exchange for and in consideration, receives the right to use or an interest in accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three (3) years shall be permitted within the Properties.

[Signatures on original document]

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III.

SUPPLEMENTAL DECLARATION

OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR PHASE I

AS RECORDED IN LOWNDES COUNTY DEED RECORDS

(BOOK 914, PP 230-282)

Stone Creek Property Owners Manual

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONE CREEK, PHASE I

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Stone Creek, Phase I, is made this 27th day of August, 1992, by Tillman Development Corporation, a Georgia corporation (hereinafter referred to as "Declarant");

WITNESSETH:

Declarant is the owner of Stone Creek, a subdivision in Lowndes County, Georgia, according to the plat recorded in Plat Book G, Page 135-137 of the Plat Records of Lowndes County, Georgia. Declarant has, prior to time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Stone Creek," in the Office of the County Clerk of Lowndes County, Georgia, in Deed Book 914, Page 230-282, recorded on the 27th day of August, 1992 ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Stone Creek, Phase I as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Stone Creek.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article I, Section 1 and Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as Stone Creek, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Stone Creek Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

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ARTICLE I

DEFINITIONS

Section 1. "Golf Course Lot" shall mean a Lot which abuts or is contiguous to or otherwise lies adjacent to any property of the Golf Course, Country Club.

Section 2. "Interior Lot" shall mean a Lot which does not abut or lie contiguous or otherwise adjacent to any property of the Golf Course, Country Club or a lake.

Section 3. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Stone Creek as recorded in the Office of the County Clerk of Lowndes County, Georgia, in Deed Book 914, Page 230-282 on the 27th day of August, 1992.

Section 4. "Subdivision Plat" shall mean and refer to the map or plat of Stone Creek recorded in Plat Book G, Page 135-137 of the Plat Records of Lowndes County, Georgia.

Section 5. "Lake Front Lot" shall mean a Lot which abuts any lake as might exist within the Properties.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

ARTICLE II

USE RESTRICTIONS

Section 1. Land Use and Building Type.

(a) **Residential Lots.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family Residential Unit and a detached or an attached garage or carport suitable in size for not less than two (2) nor more than four (4) cars. Such garage or carport shall be constructed at the same time that the Residential Unit is constructed, and occupancy of the Residential Unit shall not be authorized until the garage or carport is complete. A Residential Unit for purposes of this Declaration shall include by way of example and not limitation a garden home or villa. Garages or carports as constructed hereunder shall be constructed at the same time that the Residential Unit is constructed, and occupancy of Residential Unit shall not be authorized until the garage or carport is complete. The Residential Unit shall not exceed a height of thirty-five (35) feet. A detached garage or carport shall not exceed two (2) stories in height. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other material as approved by the New Construction Review Board or Modification Commit-

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tee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Residential Unit Size. Each Residential Unit constructed on a Lot within this Phase shall have at least twenty-two hundred (2200) square feet of heated area, exclusive of open porches, garages and/or carports. The New Construction Review Board is expressly authorized to limit the size of a Residential Unit as may be constructed on a Lot.

Section 4. Type of Construction, Materials, and Landscape.

(a) A Residential Unit or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a Residential Unit or any other structure or improvement shall be wood, rock, stucco, brick, Exterior Insulation Foam System (E.I.F.S.) (a generic name for "Dryvit", etc.) or such other exterior material as may be approved by the New Construction Review Board or the Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications or such other material as may be approved by the New Construction Review Board or the Modifications Committee shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before construction of any Residential Unit on any Lot begins and as a part of the approved plan regarding such Residential Unit, the New Construction Review Board shall be provided a general landscape design which shall be reviewed and approved by the New Construction Review Board before commencement of the installation of landscape in respect to such Residential Unit. The landscaping as shown on

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such general landscape design plan shall be installed and in place as part of the construction of the Residential Unit. No trees with a greater diameter than four (4) inches shall be removed unless such trees are within the area which will contain the Residential Unit and unless such removal is approved by the New Construction Review Board or Modifications Committee.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall lie located on any Lot nearer to the front Lot line than a forty (40) feet minimum building setback line. No building or structure shall be located on any Lot nearer to the side street Lot line than a forty (40) feet minimum building setback line nor nearer than fifteen (15) feet from an interior side Lot line. No Residential Unit may be located closer than thirty (30) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No Residential Unit or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. Such building set back lines as referred to above may be shown on the recorded plat applicable to this Phase and, to the extent provided for on the recorded plat applicable to this phase, such building set back lines may be modified as specified therein. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or Residential Unit; provided, however, this shall not be construed to permit any portion of a building, structure, or Residential Unit on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respect to the rights of the Owner of the Lot; to-

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gether with the right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement and, license, and the rights hereunder created, acknowledges that such easement and license and rights derived thereby are being reserved for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement and, license, or rights referred to herein, shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 8. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer/to the front of any Lot than the front building line as set forth in Section 5 and as may be shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot.

All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same matter as General Assessments paid the Association under the Master Declaration.

Section 9. Lot Maintenance. The Owners or occupants of all Lots shall at all times maintain all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course, Country Club varieties of grasses or other vegetation, which, in the opinion of the Declarant or owner of the Golf Course, Country Club is inimical to the Golf Course, Country Club grasses or vegetation. Such Owners, may, however, with the prior approval of the Declarant and owner of the Golf Course, Coun-

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try Club install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course, Country Club. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot. The drying of clothes in full public view is prohibited.

In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, such default continuing after ten (10) days written notice given by the Association, the Association may, as its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause any weeds, grass or landscaping to be cut, pruned or removed, as the case may necessitate, and may remove or cause to be removed such garbage, trash or rubbish as has accumulated thereon. Additionally, the Association may do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and the charges incurred for securing such compliance, including the cutting, trimming, pruning, or removal of weeds, grass, landscaping or such garbage, trash or rubbish as may be removed, may be charged to the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed Two Hundred and Fifty Dollars (\$250.00) in calendar year 1992, with each year thereafter such limitation to be adjusted, from year to year, by a percentage equivalent to the increase in the percentage of the cost of living based upon the Consumer Price Index, for Atlanta, Georgia, increases from one (1) year to the previous year. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees with a greater diameter than four (4) inches shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee.

Section 10. Septic Tanks. The installation of a septic tank to service a Lot shall be permitted within this Phase provided that the location of such septic tank must first be approved by the Declarant and all governmental agencies or authorities having jurisdiction. Each Owner shall maintain any septic tank installed to serve his or her lot. Installation and use of septic tanks shall be subject to Article VIII, Section 3 of the Master Declaration which is expressly incorporated herein by this reference.

Section 11. Concrete Curbs. Concrete or other curbs that are chipped, cracked and/or broken on the street front or street side of any Lot are to be repaired or replaced by the Builder/Owner or Owner of the Residential Unit on each Lot prior to occupancy of

Stone Creek Property Owners Manual

the Residential Unit on said Lots. Chipped curbs may be repaired with a "epoxy grout" mixture or other suitable repair material as approved by the New Construction Review Board. Where several chipped curbs appear in the same areas, the entire section of curb (for example driveway to driveway) must be overlaid with the material approved for repair. Cracked or broken curbs shall be saw-cut on both sides of the crack or break, the cracked or broken area removed, reformed and poured to match existing curbs.

Section 12. Garage Doors. All garages if enclosed, and opening to face the street, must have doors, and each garage door must be coordinated in design and color with the Residential Unit to which it is appurtenant.

Section 13. Parking. Each Lot shall have provided thereon adequate off street parking as determined by the New Construction Review Board.

Section 14. Storage Facilities. No exposed above ground tanks for the storage of fuel or water or any other substance shall be located at any Lot other than apparatus relating to solar energy; location and design of which must first be approved by the New Construction Review Board.

Section 15. Mailboxes. Only one (1) mailbox may be located on each Lot, which mailbox shall be selected to be consistent with the quality and design of the surrounding Residential Unit and each mailbox shall be placed and maintained to compliment the Residential Unit to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns.

[Signatures on original document]

IV.

EXPLANATION OF

OTHER SUPPLEMENTAL COVENANTS

Each time a new phase of development is opened in Stone Creek, a separate declaration of covenants specific to that phase is written and recorded. These covenants give specific building setbacks and square footage minimums for the individual lots.

It is your responsibility to obtain a copy of the appropriate supplemental declaration of covenants that pertain to your phase. These are available at The Stone Creek Residential Sales Office located next to the community swimming pool. Call 241-8817.

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V. THE STONE CREEK PROPERTY OWNERS ASSOCIATION

A. Board of Directors

The Stone Creek Property Owners Association (SCPOA) Board Of Directors is the democratic body that serves to represent the interests of all of the property owners who live in Stone Creek. The Master Declaration of Covenants extensively addresses the Board and the SCPOA. Business meetings are held once per quarter. These meetings serve as a forum to address issues that face the Property Owners Association and to adopt policies in regard to those concerns. The Board is comprised of a chairman, a secretary, a treasurer, and (at the time of this writing) three directors from the SCPOA at large. Directors serve three year terms that are staggered in such a manner that one of the current directors rolls off the Board and a new director is elected each year.

B. Policies of The Stone Creek Property Owners Association

1. Golf Carts and Four Wheelers/ATVs. All property owners' golf carts, four wheelers/ATVs and other motorized vehicles used for recreation or play must be registered at the business office for a fee of \$5.00. A decal sticker and large reflective numbers will be issued for each motorized vehicle. Decals and numbers must be placed on each vehicle on the rear left fender. Parents and/or Guardians must sign a letter of release taking full responsibility. The release must be signed and witnessed by an available party. Operators of these vehicles must be 16 years old and have a valid driver's license granted by the state. Personal golf carts may not be used on the golf course proper, but may be used as a mode of transportation within the Stone Creek Community.

The Property Owners Board of Directors has the right to revoke these privileges for any of the following reasons, but are not limited to these reasons alone.

- a. Helmets not worn when driving four wheelers/ATVs.
- b. Under age drivers.
- c. Reckless operation of motorized vehicles.
- d. Negligence causing damage to private property.

2. Usage of North and Highway 41 entrances. When the front gate security guard comes on duty (currently at ___ p.m.) that person will lock the North entrance off of Tillman Crossing Road. This entrance will not be accessible until it is unlocked at the end of the guard's shift (currently at ___ p.m.).

The lift arm gate that is at the end of Tillman Bluff Road near Highway 41 is closed each night after the golf shop closes for the day. During the daylight hours the lift arm may be used by those property owners who purchase a remote opener from the Treasurer of the Property Owners Association (Berl Pulliam @ 242-6954).

3. Vehicle Decals. It is necessary to have a Stone Creek decal on vehicles that

Stone Creek Property Owners Manual

you and your family intend to enter the community after the security guard comes on duty. These can be obtained from the business office located next to the swimming pool. Outside of the front door is a box containing applications for car decals. Instructions are posted on this box.

4. Guard Hours and Responsibilities. At present the security guards come on duty at ___ P.M. and remain on their shift until ____ A.M. It is anticipated that these hours will be extended in the future.

Guards are charged with admitting residents and guests within the hours of their shift. Concerns with the guards may be addressed to The Executive Director For The Property Owners Association (241-8433).

If you are expecting visitors after the guard comes on duty, please register your guests names by calling the guard house at 241-9477.

5. Dues - Procedure For Nonpayment. Property owners' dues are mandatory per the restrictive covenants. Delinquent dues create an ongoing lien against a property. Bills are sent out at the beginning of each month and are due by the 20th of each month.

Bills that are ninety days past due will be turned over to The Property Owners Association for collection through a court of law or through other remedies that are available. In addition to the past dues, the delinquent property owner will be expected to pay all court costs and attorney's fees incurred through collection.

6. Calls to the developer after business hours. Except for extreme emergencies and personal calls, it is inappropriate to call the developer (members of the Tillman Family) after business hours. The development office maintains regular office hours and can be reached by calling 241-8817. If there is no answer, you may leave a voice mail message. We will be notified and your call will be returned.

7. Loose dogs. Lowndes County has adopted a zoning ordinance that prohibits dogs from roaming freely and requires that the animals be confined to their owner's property. If you have a problem with animals that are out, call Lowndes County Animal Control at 245-5253.

8. Signs. Real estate signs, builder signs, and subcontractor signs may be displayed while a house is being offered for sale or is under construction. Builder and subcontractor signs should be grouped together in an orderly fashion and must be removed within thirty days of completion of a house. Open house signs may be placed twenty-four hours prior to an open house, but must be removed within twenty-four hours after the open house. Permanent real estate directional signs are not permitted.

9. Political signs. There are to be no signs or other advertising devices supporting political candidates, and/or issues before, during, or after an election.

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10. Garage Sales. An annual community garage sale is held in Stone Creek, usually in the Fall. Unregulated garage sales are prohibited. The garage sale date and time must be approved by The Board and the developer. Volunteers within the Association will be responsible for coordinating the event.

11. Boats and trailers. Boats and trailers are to be obscured from view of the streets and golf course. The exception to this rule is boats that have returned from a trip and are to be washed. These must be visible for no longer than twenty four hours.

12. Recreational Equipment. The Board recognizes that swing sets, small tree houses, basketball goals, and other common play equipment are a part of family life at Stone Creek. Such equipment must be tasteful, well maintained, and obscured from view as best as possible. If you have a question about whether or not a piece of equipment is permitted, seek advice from The Executive Director.

13. Use of Golf Cart Paths. Property owners are welcome to use cart paths to walk and jog on after golfing hours. Cart paths are not to be used for walking and jogging after golf play begins on a hole in the morning (e.g. the first golfer(s) reach that hole) until it is too dark to play.

14. Fishing privileges. All of the lakes in Stone Creek belong to the golf club. Fishing privileges are extended to all property owners under current rules and regulation (these may be obtained at the residential development office). Remember that these privileges are not "rights" and may be revoked for any property owner who does not adhere to the rules and regulations.

15. Speeding. The roads that are in Stone Creek are private and are owned by the SCPOA or the developer. It is everyone's responsibility to comply with the 25 MPH speed limit that is established. If you see someone speeding, whether they are a resident or not, do not hesitate to confront that person as enforcement of the speed limit is the responsibility of all property owners.

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V.

NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

The Master Declaration of Covenants for Stone Creek contains extensive information regarding construction standards for homes and/or improvements built in Stone Creek. This document also provides for a New Construction Review Board (NCRB) and a Modifications Committee (MC) to architecturally review all plans of homes and improvements that are to be built.

The following pages contain forms that may be photocopied and used when submitting plans for approval of homes or other property modifications. New requirements of the NCRB and the MC may come about with time and these forms may change without notice. Be as specific as possible when filling out these forms. Name brands of materials should be used whenever possible. For a current list of approved name brands of materials, call the business office at 241-8817.

Plans and other materials for review may be brought to the business office. Members of the review board will then be called to do their individual review. Please allow ten days for the approval process to be complete.

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V. NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

A. CERTIFICATION FOR THE STONE CREEK NEW CONSTRUCTION REVIEW BOARD

The undersigned hereby acknowledges that they have received the following packet with information and applications necessary for home construction in Stone Creek. Also, the undersigned certifies that the following has been received:

A) The Master Declaration of Covenants, Conditions, and Restrictions of The Stone Creek Golf Community, and

B) the appropriate supplemental declaration of covenants for the phase in which I am building, and

C) NPDES data:

1. Cover letter
2. The soil and erosion control plan
3. NOI and NOT application

Furthermore, the undersigned acknowledges that they have submitted the following criteria to The Stone Creek New Construction Review Board (NCRB):

A) Elevations of the house, and

B) Floor plan of the house, and

C) A complete, signed and dated NCRB specification form, and

D) A signed copy of the NCRB procedure for lot clearing.

Responsible party's signature

Date

Print responsible party's name

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V. NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

B. ARCHITECTURAL REVIEW FORM

TO: Stone Creek New Construction Review Board

FROM: Name _____
Address _____
Telephone: Work _____ Home _____

EACH OWNER, BUILDER/OWNER, OR BUILDER MUST SUPPLY THE FOLLOWING INFORMATION ON EXTERIOR BUILDING MATERIALS **PRIOR TO BEGINNING ANY CONSTRUCTION**:

The heated square footage will be _____ square feet.

1. Masonry*

- Brick _____ Color _____ Mortar Color _____
- Stucco _____ Color _____
- Synthetic stucco color _____

(ON 2" STYROFOAM SYSTEM ONLY)

- Stone _____ Type _____
- Other _____

2. Siding*

Wood:

- Type _____ (cedar, etc.)
- Texture _____ (smooth, wood-grained, etc.)
- Finish _____ (paint, stain, etc.)

Fabricated siding: (furnish sample)

- Type _____ (product name)
- Texture _____ (smooth, wood grain, etc.)
- Finish _____ (paint, stain, etc.)

3. Roofing* (architectural type shingles required; shadow enhanced shingles not allowed) Sample required if this shingle has not been used in Stone Creek.

- Type _____
- Color _____

4. Windows: (all metal windows are not allowed) Please give name brand.

- Wood _____
- Metal clad _____
- Vinyl clad _____

* **Furnish sample, give color/name, or use existing address in Stone Creek**

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Architectural Review Form

Page two

5. Foundation

- Wood floor system _____
- Monolithic slab _____

The top of the floor system will be a minimum of _____ inches above the final grade where the lot is the highest.

6. Porch, columns, and trim

- Size _____
- Shape _____
- Material _____
- Shutter/door color* _____

*must submit colors and material samples, or comparisons with existing house (example: Burch house, 4320 Oak Forest Dr.)

The following additional information is required:

1. Front and rear elevations
2. A floor plan that details square footage is required
3. A plat that gives the approximate location of the house, driveways, walks, and general landscaping plan. This does not have to be professionally drawn, but should be a fair representation of the planned improvements.

ALL DETAIL SHOWN ON PLANS MUST BE INSTALLED UNLESS EXCEPTED AND APPROVED BY THE BOARD!!!

_____, who live in Stone Creek (_____), act as independent contractors to aid the Stone Creek New Construction Board (SCNCRB) in the gathering of necessary information for review by the Board or any necessary litigation. Also, they will make every attempt to give you or obtain prompt answers to questions you may have. _____ are Board Members with the authority to represent the Board in the matters outlined above. As an administrative cost saving to the applicants, payment of the fee listed below or other fees should be made directly to _____.

The following regulations must be adhered to during construction:

1. Portable toilets required for construction crew.
2. Restrictive covenants require that all contractors shall maintain the lot, residential unit, and common area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept in refuse containers.
3. Erosion control and the finished presentation of the house is the responsibility

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Architectural Review Form Page three

of the home builder. This includes, but is not limited to, the placement of silt fences, berms, sandbags, etc., if necessary during construction. After construction and before occupancy can occur, sodding and completion of landscape beds in the front yard and side yard to a minimum depth of the first room or garage must be in place.

4. You must respect other property owners:

- Do not store materials or trash on adjacent lots, common areas, or golf course property.
- Do not damage or disturb vegetation on adjacent lots.
- Do not allow cement trucks to "wash out" on other property.
- Work out a drainage plan that will not compromise adjacent property.
- Do not park trailers or other construction equipment on the streets overnight.

5. It is the builder/owner's responsibility to locate the sewer tap that services their lot BEFORE beginning construction.

Thank you for your cooperation. Please return to the Stone Creek Business Office with a check for \$50.00 made payable to "_____, agent for SCNCRB". No application will be reviewed until all needed information and the application fee is received. Allow ten days for approval.

I HAVE READ AND UNDERSTAND THE RESTRICTIVE COVENANTS AND THE REQUIREMENTS OF THE STONE CREEK NEW CONSTRUCTION REVIEW BOARD REGULATING CONSTRUCTION AT STONE CREEK.

Signature

Date

Print Name

V. NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

C. PROCEDURE FOR LOT CLEARING

It is written in the Stone Creek Supplemental Declaration of Covenants, Conditions, and Restrictions that "No trees, or limbs of trees, with a greater diameter than four inches shall be removed or pruned unless such trees are within the area that will contain the residential unit and unless such removal is approved by the New Construction Review Board or Modifications Committee."

The process for attaining such approval for lot clearing is as follows: A complete set of plans including the site plan must be submitted to the New Construction Review Board. These plans must be approved by the board in writing.

A. Preliminary clearing:

1) Lot corner pins must be located, the lot marked with string and the house corners staked.

2) Trees that are to be preserved must be marked with flagging tape tied around the trunk of the trees at eye level. Be sure to take into account driveways, walkways, patios, and septic fields.

3) Contact the developer at 241-8817 after the trees have been marked. Your clearing plans will be reviewed and photographed. Acceptance of, or required changes to, clearing plans will be communicated in person in a timely fashion.

4) Temporary rock driveways as required by NPDES regulations must be in place prior to clearing.

B. Final clearing:

Once the house has been built it may be necessary to remove more trees. Extra tree removal will require the developer's permission. Additional tree removal will be reviewed at this time.

ALL UNAPPROVED TREES THAT ARE REMOVED WILL NEED TO BE REPLACED WITH THE SAME SPECIES AND SIZE OF TREES THAT WERE REMOVED. THIS WILL BE DONE AT THE BUILDER'S OR HOMEOWNER'S EXPENSE.

Signature

Date

Print Name

Stone Creek Property Owners Manual

V. NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

D. FENCING POLICY STATEMENT

A Policy Statement Of The Stone Creek New Construction Review Board

Subject: Fencing

Fencing is allowed under certain conditions and ALWAYS requires the approval of the New Construction Review Board and/or Modifications Committee. The purpose of these guidelines is to define the type of fences and fence material that will be approved and where these may be installed upon a lot.

For review by the Board plans must include:

1. A typical fence section drawing. These drawings must depict accurately what is to be built, but do not need to be professionally done. Pictures would be most helpful.
2. Elevations of all sections, gates, or other parts of the fence that may be viewed from the street, future street, lake, golf course, or any other public exposure vantage point.
3. A "to scale" drawing showing the position of the house and proposed fence on the lot. This drawing must include front, rear, and side yard setbacks.
4. Samples of the fence material to be used.
5. The attached review form must be filled out, signed and dated.
6. Twenty five dollar (\$25) architectural review fee. Checks may be made out to " _____, Agent for NCRB".

Types of fencing and/or materials:

The following types of fencing and fencing materials have been selected for their effectiveness, aesthetic appeal, and minimal maintenance:

1) Wrought iron or cast aluminum fencing (similar to that at the Stone Creek Pool) .Sections may be suspended between same type metal posts or brick, stacked stone, or Dryvit pillars.

2) Painted or stained wood fencing. ALL wood fencing shall be painted or stained in such a color that complements the trim color of the main house. Pursuant to the protective covenants, the paint shall be maintained in an attractive manner. Wood fencing shall have some sort of architectural detail present. Prefabricated sections of fence will require a physical section of the fence being submitted to the modifications committee for inspection. Wooden "dog ear" style panel fences are not permitted.

3) Certain high quality vinyl fencing (pickets) material may be approved.

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FENCE POSITIONS RELATIVE TO LOT BOUNDARIES

Generally, no fences are allowed in the front yards. A possible exception might be small sections used for landscaping accents.

Interior lots:

1. Side yards. Five feet off the property line unless agreed to by the adjacent property owner for on the lot line construction (some developments will not allow for lot line to lot line construction). The homeowners are reminded that there is a 5' utility easement along the perimeter boundaries of each lot; should a fence be constructed and the easement be needed, the fence could be destroyed. Please review the covenants for more details (See the Supplemental Declaration of Covenants, Conditions, and Restrictions for each phase, Article II, sections 7 and 8).

2. Rear yards. If utilities (water, sewer, storm drainage, power, telephone, cable TV or natural gas) are present, the fence can be no closer than fifteen feet of the property line. If there are no services in place the fence may be put just off the line. If the rear lot line is also the perimeter of the Stone Creek Community, the fence may be installed on the lot line, but remains subject to the covenants.

Golf course lots:

1. Side yards. Same as above

2. Rear yards. Rear yard cannot encroach upon the thirty foot (30') perpetual easement from the golf course boundary that is declared by the covenants in Article II, section 12 (found on pages 16, 17, and 18 in this book). Fences in this area are expressly forbidden in the last sentence of Section 12 (b) (found on page 17 in this book). In addition to the reasons given in the covenants, fences in this area can block the "visual triangle" of the golf course. However, the covenants do not restrict fences outside of the 30' easement and will be allowed following the previously given guidelines with special emphasis on aesthetics as these will be seen from the golf course.

Attached to this letter is a form that is to be filled out and submitted to the modifications committee along with the site plan and elevation of the fence. There is a twenty-five dollar (\$25.00) review fee that must be paid in order for approval to be granted. Checks shall be made out to "_____, Agent for SCNCRB".

We hope that this information is helpful. Please remember that you **MUST** get written approval before constructing ANY fences.

Fence plans may be submitted to The Stone Creek Residential Sales and Development Office (241-8817), located next to the community swimming pool.

Thank You,

The Stone Creek New Construction Review Board

Stone Creek Property Owners Manual

V. NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE

E. FENCING REVIEW FORM

TO: Stone Creek New Construction Review Board Modification Committee

FROM: Name _____
Address _____
Telephone: Work _____ Home _____
Contractor _____
Contact Person _____
Telephone: Office _____ Alternative Number _____

EACH OWNER, BUILDER/OWNER, OR BUILDER MUST SUPPLY THE FOLLOWING INFORMATION ON FENCING MATERIALS PRIOR TO CONSTRUCTION.

1. Fence Type

- Wood: _____ Paint or stain color _____
- PVC: color _____
- Cast Iron/Aluminum: color _____

2. Measurements

- Height _____
- Panel width _____
- Wood board size _____

The following policies of The NCRB Modifications Committee must be adhered to:

1) Wooden fences must be painted or stained within thirty (30) days of project completion.

2) The restrictive covenants require that all contractors shall maintain the lot, residential unit and common area in a reasonably clean and uncluttered condition.

3) You must respect other property owners:

- Do not store materials or trash on adjacent lots, common areas, or golf course property.
- Do not damage or disturb vegetation on adjacent lots.
- Do not park trailers or other construction equipment on streets overnight.

I HAVE READ AND UNDERSTAND THE FENCING POLICY OF THE STONE CREEK NEW CONSTRUCTION REVIEW BOARD AND MODIFICATION COMMITTEE.

Signature

Date

Print name

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NOTES

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A GOLF COMMUNITY

