

JEA DEVELOPMENT, L.L.C.

RESTRICTIVE COVENANTS

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OFFICE OF CLERK SUPERIOR COURT
PIERCE COUNTY, GEORGIA
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Janice Sulland Clerk
Deputy Clerk

JEA DEVELOPMENT, L.L.C. RESTRICTIVE COVENANTS PERTAINING TO PIERCE COUNTY SUBDIVISION INCLUDING LOTS AND PARCELS SHOWN ON A MAP OR PLAT OF SURVEY RECORDED IN PLAT BOOK 18, PAGES 586 OF THE RECORDS IN THE OFFICE OF THE SUPERIOR COURT OF PIERCE COUNTY, GEORGIA.

GEORGIA, PIERCE COUNTY,

This DECLARATION OF PROTECTIVE AND/OR RESTRICTIVE COVENANTS, made as of the 7th day of June, 2006, by JEA Development, L.L.C. of Pierce County Georgia.

WHEREAS, JEA Development, L.L.C. (hereinafter referred to as "JEA") is the owner of the subdivision consisting of various lots or parcels for building purposes in Pierce County, Georgia, and more particularly shown on a map or plat of survey recorded in Plat Book 18, Pages 586, of the records in the office of the Clerk of the Superior Court of Pierce County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of JEA, its successors and assigns, and to each of the purchasers and owners of lots or parcels in said Pierce County Subdivision that certain restrictive or protective Declarations governing and regulating the use and occupance of said lots be established, set forth and declared to be Declarations running with the land;

WHEREAS, JEA and Okfenokee Golf Club, Inc. (hereinafter referred to as "OGC") have cooperated in the development of Fairway Estates and JEA is assigning a portion of their enforcement rights under these restrictive Declarations to OGC;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by JEA and OGC, and each and every person who might be a subsequent owner of any of the lots or parcels in said subdivision, JEA does hereby set up, establish,

promulgate and declare the following protective or restrictive covenants to apply to all of the said lots and parcels in said subdivision and to all persons owning said lots or any of them hereafter. These protective or restrictive covenants shall become effective immediately, shall run with the land, and shall be binding on all persons claiming under or through JEA for a period of twenty years, at which time such Declarations shall automatically be reinstated and reestablished for successive periods of twenty years each, as provided by law. Any amendments to these covenants shall not be effective unless approved in writing by OGC. Any such approval shall not be unreasonably withheld.

1. No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color and finish, plot and site plans (showing the proposed location of such building or structure, drives and parking area) and construction schedule have been approved in writing by OGC, its successors and assigns, as to quality of design, workmanship, materials, harmony of designs with existing structures, location with respect to topography and finish grade elevation. Refusal or approval of plans, location or specifications by OGC may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of OGC shall be sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval. One copy of all plans and related data shall be furnished to OGC for its records. In the event OGC fails to approve or disapprove such plans within forty-five (45) days after the same have been submitted to it, as required herein, the approval of OGC shall be presumed and the provisions of this paragraph shall be deemed to have been complied with.

For the purpose of implementing and administering the provisions of this

Paragraph, OGC shall, acting through these Declarations as Okefenokee Golf Club, Inc. or by and through its Board acting as a board, appoint an Architectural Control Committee. Such Architectural Control Committee may appoint an individual member or members to act on its behalf for the purpose of receiving documents required herein and for the purpose of giving or receiving notices, but all decisions of approval or disapproval of plans, specifications and related matters shall be made by majority vote of the said committee.

2. All numbered lots and parcels in said area shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed three (3) stories in height and one accessory building which may include a detached private garage, provided the use of such accessory building does not include any activity normally conducted as a business. Such accessory building may not be begun prior to the construction of the main dwelling. A guest suite or like facility with separate kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and any renter or leasee shall be subject to any and all conditions as an owner.

3. Lots may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of these Declarations, use restrictions and rules and regulations of OGC. The lease shall also obligate the tenant to comply with the foregoing. OGC may require notice of any lease together with such additional information deemed necessary by OGC.

4. All provisions of these Declarations and any rules and regulations of OGC as well as any use restrictions governing the conduct of lot owners and establishing sanctions against lot owners shall apply also to all occupants even though occupants are not specifically mentioned. Fines may be levied against owners or occupants. If a fine is first levied against an occupant and is not timely paid, the fine may then be levied against the owner and all provisions contained in these covenants providing for liens and collection of assessments shall likewise apply to any fines levied by OGC.

5. JEA reserves the right to amend these Declarations during the Development Period, for the purpose of removing any lot or parcel from the coverage of these Declarations, provided such withdrawal is not contrary to the overall, uniform scheme of development for the properties and such. By way of example, and not limitation, of the foregoing, a removal of property for the purposes of (i) adjudication boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the properties or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, to make, purchase, insure or guarantee mortgage loans on the properties, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting some tracts of land for condominium development with the proper request and approval from OGC, with such approval not being reasonably withheld by OGC. The above-described examples shall be deemed permissible withdrawal that are not inconsistent with the overall uniform scheme of the development. Such amendment shall not require the

consent of any person other than the owner of the property to be withdrawn, if not JEA, and OGC.

6. No lot shall be subdivided or its boundary lines changed after a subdivision plat including such lot has been approved and filed in the Public Records of Pierce County without OGC's written consent. JEA, however, hereby expressly reserves the right to replat any lot or parcel that it owns. Any such division, boundary line change, or replating shall not be in violation of the applicable subdivision and zoning regulations, if any, nor with any agreement JEA has with OGC.

7. All roads, street lights and other common areas shall be owned and maintained by OGC.

8. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate facilities, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains or the ordinary garden or field variety shall be grown thereon without the approval of OGC. No weeds, underbrush or other unsightly objects shall be placed or suffered to remain anywhere thereon.

9. Automobiles and non-commercial trucks and vans shall be parked only in garages or in the driveways, unless otherwise approved by OGC. No automobile or non-commercial truck or van may be left upon any portion of the lots, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the

public highways. Such vehicle shall be considered a nuisance and may be removed from the subdivision. No motorized vehicles shall be permitted on pathways or unpaved areas except for public safety vehicles, vehicles authorized by OGC and vehicles used by OGC for maintenance of all or a portion of the golf course and subdivision.

Recreational vehicles shall be parked only in the garages or in the driveways, unless otherwise approved by OGC. The term "recreational vehicles" as used herein, shall include, without limitation, motor homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the subdivision, with the costs of removal being considered as a levy against the property if not paid within 30 days by the owner.

Motorized vehicles shall be operated on the streets within the subdivision only by a licensed driver and in accordance with Georgia law. All vehicles shall be subject to such reasonable rules and regulations as OGC may adopt, including, without limitation, the right to limit the number of vehicles permitted on each lot.

10. No trailer, tent, shack, garage, barn or other outbuilding erected on a lot or parcel shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling.

11. For a one-story residence located on any lot, the floor area of the main

structure, exclusive of one-story open porches and garages, shall not be less than 2200 square feet. In the case of a multi-storied structure, the ground floor area shall not be less than 1200 square feet. Any other floor area restrictions for buildings or parcels shall be established by OGC.

12. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept 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.

Each owner shall maintain its lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the lot shall be subject to such conditions, rules, and regulations as may be set forth by OGC. Each owner shall keep roadways, easements, swales, and other portions of the lot clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from lots and shall not be buried or covered on the lot. Owners shall remove trash and debris from the lot upon reasonable notice by OGC in preparation for special events.

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 subdivision. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by OGC, shall be located, installed or maintained upon the exterior of any Unit unless required by law.

The reasonable and normal development, construction and sales activities conducted or permitted by JEA shall not be considered a nuisance or a disturbance of the quiet enjoyment of any owner or occupant.

13. In the event the owner of any residential lot permits any under-brush, weeds, et cetera, to grow up on any such lot to a height above two (2) feet (except as part of a landscaping plan approved by OGC) and on request fails to have the premises cut within thirty (30) days, agents of OGC may enter upon said land and cut and remove the same at the expense of the owner. OGC or its agents may likewise enter upon said land to remove any trash that has collected on said lot at the expense of the owner. This provision shall not be construed as an obligation on the part of OGC or its associates to provide garbage or trash pickup service.

14. No livestock, fowl or animals of any kind, except cats, dogs, and other household pets, shall be kept or harbored upon any lots. All pets shall be on a leash or otherwise reasonably controlled by the owner whenever outside the owner's lots and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be

permitted on the golf course or in any lake, pond, river or stream. OGC at any time and for any reason, in its discretion, may limit or prohibit the harboring and keeping of any or all animals hereunder.

15. The discharge of firearms in the subdivision is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. OGC may impose fines and exercise other enforcement remedies as set forth in these Declarations to enforce this restriction, but shall not be obligated to exercise self-help to prevent any such discharge.

16. There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each lot for emergency purposes and operation of lawn mowers and similar tools or equipment and except as may be approved in writing by OGC. OGC shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

17. No streams or other water source which run across any lot shall be dammed, or the water there from impounded, diverted, or used for any purpose without the prior written consent of OGC.

18. Swimming, boating and other active uses of lakes, ponds, rivers or streams within or adjacent to the subdivision shall be prohibited. OGC shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the subdivision.

19. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be

regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, lake or river within the subdivision, except that fertilizers may be applied to landscaping on lots provided care is taken to minimize runoff. Due to the sensitivity of the surrounding land, owners shall use their best efforts to avoid excessive use of fertilizers.

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any lot, except during the initial construction period of the improvements to the lot. In addition, during construction the building materials on any lot shall be placed and kept in an orderly fashion. Any lot on which construction is in progress shall be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

20. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

No person shall alter the grading of any lot without prior approval of OGC. No person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any person pipe, fill in, or alter any lot line swale used to meet Pierce County regulations, if any. JEA hereby reserves for itself and OGC a perpetual easement across the subdivision for the purpose of altering drainage and water

flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any lot without the owner's consent.

21. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22. JEA and OGC reserves unto themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front ten (10) feet to each lot and ten (10) feet along one side of each lot and such other areas as may be shown on a plat of said subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading ditching and like action reasonable necessary to provide economical utility installation.

23. Each lot owner shall be assessed a monthly fee for improvements to OGC for use on its Clubhouse, Country Club facility, and existing roads within Okefenokee Golf Club and Fairway Estates. The monthly fee initially shall be \$75.00 (seventy-five

dollars) for non-members and \$50.00 (fifty dollars) for members of Okefenokee Golf Club. OGC may require advance payment of assessments at closing of the transfer of title to a lot and impose special requirements for owners with a history of delinquent payment. Unless OGC otherwise provides, the monthly assessment shall be due and payable on the first day of the month beginning with the first day of the first month after each owner takes title. Any assessment thereof shall be considered delinquent on the 15th day following the due date unless otherwise specified by OGC. OGC shall provide an annual accounting of the above-mentioned fees, with such accounting reflecting actual expenses and accruals paid by OGC from the fees collected.

24. OGC shall have a lien against each lot to secure payment of assessments and other charges, as well as interest at a rate to be set by OGC (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as OGC may establish (subject to the limitations of Georgia law), costs of collection and reasonable attorneys fees. Notwithstanding any other provision herein, such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

JEA or OGC may bid for the lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the lot. While a lot is owned by the OGC following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) no assessment shall be levied on it. OGC may sue for unpaid assessments and other charges authorized hereunder

without foreclosing or waiving the lien securing the same.

The sale or transfer of any lot shall not affect the assessment lien or relieve such lot from the lien for any subsequent assessments. However, the sale or transfer of any lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Senior Mortgagee or other purchaser of a lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such lot due prior to such acquisition of title.

All other persons acquiring liens or encumbrances on any lot after these Declarations has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, fines and other charges as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

25. There is reserved to OGC, its agents, successors and assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Okefenokee Golf Club golf course. This reserved easement shall permit OGC, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6") inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30') feet of the lot line bordering the fairway, or such greater or lesser area as may be shown as the "Golf Course Maintenance Easement Area" on the recorded plat of such lot; provided, however,

that the above-described maintenance and landscaping rights shall apply to the entire lot until there has been filed with OGC a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

26. Until such time as a residence is constructed on a lot, OGC, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot.

27. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Okefenokee Golf Club golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include but are not limited to, such activities as burning of trash on a lot when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairway, picking up balls or other like interference with play.

28. No private or individual water well may be drilled or maintained on any building lot by any lot owner.

29. Purchasers of any lots or parcels in the subdivision must connect to and use the water system owned or operated by W & D Investments, Inc., or, in the

alternative, any governmental department or agency, provided such service is available. Each lot owner shall be responsible for the payment of any tap-on fees and meter fees. JEA shall have a lien against each lot to secure payment of tap-on fees and meter fees, as well as interest (subject to the maximum interest rate limitations of Georgia law), late charges (subject to the limitations of Georgia law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

W & D Investments, Inc., or any applicable governmental agency, or its agents or employees, shall have the right to enter upon any lot or parcel for the purposes of installing or maintaining any hook-ups, water or sewer lines, water meters or other equipment, supplies or other equipment, supplies or other property incidental to the operation of the said water system.

30. All owners are subject to abide by any agreement entered into between JEA and any power company to provide underground electric services to said subdivision. In the event there is any charge for underground installation to an owner, then said owner is responsible for their prorata share, but in any event, only the actual charge of the electric company will be borne by each respective owner.

JEA shall have a lien against each lot to secure payment of any and all fees associated with the installation of underground electrical service, as well as interest (subject to the maximum interest rate limitations of Georgia law), late charges (subject to

the limitations of Georgia law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

31. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat of said subdivision. In any event, no building shall be located on any lot nearer that 40 feet to the front lot line, or nearer that 25 feet to any side street line. No residential building shall be located nearer than 15 feet to any interior lot line. No dwelling shall be located on an interior lot nearer that 30 feet to the rear lot line.

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

33. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of these Declarations herein, it shall be lawful for any other person or persons owning any real property situated in said tract, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Declarations, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

34. Invalidation of any one of these Declarations or any part thereof by judgment or court order shall in no wise affect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the said JEA Development, L.L.C., has hereunto set its hand and affixed its seal, the day and year above written.

M. J. H.
Witness

Melissa J. H.
Notary Public



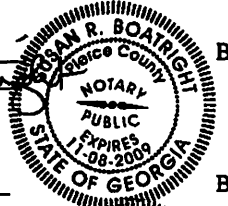
M. J. H.
Witness

Melissa J. H.
Notary Public



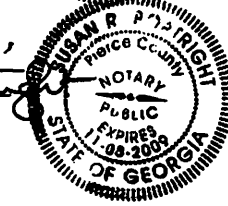
M. J. H.
Witness

Susan R. Boatright
Notary Public



M. J. H.
Witness

Susan R. Boatright
Notary Public



JEA DEVELOPMENT, L.L.C.

By: [Signature]
Joseph E. Bimes, III
Managing Member

By: [Signature]
John A. James
Managing Member

OKEFENOKEE GOLF CLUB, INC.

By: [Signature]
W. Nick Taylor
President

By: [Signature]
Jerry W. Alderman
Secretary