

THE ABBEYS AT WEST LAKE

Declaration of Covenants, Conditions and Restrictions

The attached document represents the manual transfer of the contents of the original Abbeyes Declaration of Covenants into a current computer word processing program. There have been no content changes to the original document published in 1987.

The changes you will see include larger, sharper print and use of fresh masters for reproduction; the addition of a table of contents to minimize searching for a particular subject; slight adjustment of margins, though page-to-page integrity has essentially been maintained; and front-to-back reproduction that reduces the bulk of your old copy.

Perusal of this document, the companion Abbeyes Association By-Laws (similarly republished), and the newly consolidated Covenant Highlights, Rules and Regulations should be made available for any prospective buyer by resident Owners and present at any contract closing of residential property.

JANUARY 2013



THE ABBEYS AT WEST LAKE

COVENANTS, CONDITIONS AND RESTRICTIONS

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THE ABBEYS AT WEST LAKE

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by IVEY HOMES, INC., a Georgia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Columbia County, Georgia, more particularly described as follows:

All that tract of parcel of land, with improvements thereon, situate, lying and being in Columbia County, Georgia, containing 26.35 Acres located on the southeastern right-of-way of Evans to Locks Road, known and designated as The Abbeyes at West Lake, as shown on a plat thereof recorded in the office of Clerk of Superior Court of Columbia County, Georgia, in Plat Cabinet A, Slide 225, No. 1, No. 2 and No. 3, to which plat reference is made for a more complete and accurate description and location of said property. Said property contains 67 residential lots (Lots 1-67, inclusive), and the remainder thereof is Common Area.

NOW, THEREFORE, Declarant hereby declares that all of the Property hereinabove described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which shall run with the real property for the purpose of protecting the value and desirability thereof. The provisions of this Declaration shall be binding upon and shall inure to the benefit of Declarant, its successors and assigns, and all persons, firms, partnerships, corporations, and other legal entities which may hereafter acquire any right, title or interest in said property, or any portion thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean The Abbeyes Association, Inc., a Georgia nonprofit corporation, its successors and assigns. "Board of Directors" shall mean the elected body having charge of the affairs of the Association pursuant to the Georgia Nonprofit Corporation Code, and the Articles of Incorporation and By-Laws of the Association.

Section 2. "Owner" shall mean the record owner of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. "Record Owner" shall mean the person holding title according to records of the Clerk of Superior Court of Columbia County, Georgia.

Section 3. "Properties" shall mean that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property, including the improvements thereon, owned by the association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All those tracts of parcels of land situate, lying and being in Columbia County, Georgia, which constitute the Common Area of The Abbeys at West Lake. A plat of The Abbeys at West Lake is recorded in the Office of Clerk of Superior Court of Columbia County, Georgia in Plat Cabinet A, Slide 225, No. 1, No. 2, and No. 3. All property contained in The Abbeys at West Lake is Common Area, except the sixty-seven (67) residential Lots shown on said plat. All streets in the Abbeys at West Lake are included in the Common Area. Reference is hereby made to said plat for a more complete and accurate description and location of said Common Area.

Section 5. "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean Ivey Homes, Inc., its successors and assigns, provided that any such successors or assigns shall have become the Owner of more than one unimproved Lot for the purpose of improving the same for residential occupancy.

Section 7. "Home" shall mean the improvements on a Lot intended for use and occupancy as a residence.

Section 8. "Owner's Yard Area" shall mean those portions of a Lot, excluding the Home thereon, requiring landscaping and grounds maintenance for the preservation of the overall appearance and aesthetic quality of the Properties.

Section 9. "Common Expenses" shall mean the actual and reasonably anticipated expenses of operation the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 10. "Member" shall mean a person entitled to membership in the Association pursuant to this Declaration.

Section 11. "Mortgage" shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property. "Mortgagee" shall mean the holder of a mortgage.

Section 12. "Person" shall mean a natural person, a corporation, a partnership, a trustee or other legal entity.

ARTICLE II
PROPERTY RIGHTS

Section 1. "Owner's Easements of Enjoyment" Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the express consent and acceptance of such public agency, authority or utility, and unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of use and enjoyment of the Common Area and facilities thereon, and all easements established hereunder to the members of his family, and his occupants, tenants, contract purchasers and guests who reside on or visit the Properties. All such family members, occupants, tenants, contract purchasers and guests shall be subject to the terms of this Declaration and all rules and regulations promulgated hereunder regulating the conduct of Owners on the Properties.

Section 3 Easements for Access and Utilities. Easements for ingress and egress are reserved for the Association, Lot Owners and those acting on their behalf as shown on the recorded plats of the Properties. An Easement for the installation and maintenance of utilities and drainage facilities is reserved to the Association upon, across, above and under each Lot. Surface water shall not be obstructed or diverted from drainage facilities.

Section 4. Easements for Construction and Encroachments. Each Lot shall be subject to an easement to permit the construction, reconstruction and maintenance of Homes on adjoining or contiguous Lots. In the construction, reconstruction and maintenance of each Home, certain eaves, roof overhangs, brick veneer, wooden siding or other building materials may be attached to the structural wall which will or may encroach over the air space of real estate of the adjoining or contiguous Lot. There is hereby created on each Lot so affected an easement five (5) feet in width for such encroachments or overhangs created by such construction, reconstruction and maintenance, together with the right to maintain and repair such encroachments or overhangs so long as the same shall exist.

Section 5. Easements for Emergencies. The Association shall have an easement to enter upon any Lot and the Home thereon for emergency, security, safety and other purposes reasonably necessary for the proper maintenance and operation of the Properties, which right may

be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during business hours and after notice to the Owner. It is intended that this right of entry shall only include the right of the Association to enter upon a Lot or Home thereon to cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner thereof, or in the event such Owner fails or refuses to cure the hazardous condition thereon.

Section 6. Easement Over Adjoining Lot. When a Home is constructed on a Lot within five (5) feet of a side lot line, there shall be a non exclusive easement over and across that portion of said Lot between said side lot line and the subject Home. The easement area shall extend the entire length of said side lot line. The Owner of the Lot adjacent to said easement area shall have the right to use and enjoy said easement area as though the easement area were a part of such Owner's Lot.

Section 7. Joint Driveways. If a joint driveway is established to provide access to two (2) or more adjoining Lots, the Owner of each Lot shall have an easement over and across such driveway for access to his Lot. The Maintenance of such driveway shall be the joint and equal obligation of the Owners of the subject Lots; subject, however, to the right of an Owner to call for a larger contribution from another Owner under any rule of law regarding liability of negligent or willful acts of omissions. All joint driveways shall remain unobstructed.

Section 8. Access to West Lake Subdivision. The Association may enter into reciprocal agreements with appropriate persons to provide access between the Properties and West Lake Subdivision.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. Each member, with the exception of the Declarant, shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest to any A lot, all such persons shall be members. If only one such person is present or represented by proxy at a meeting of the membership, that person or his proxy shall be entitled to cast the vote appertaining to such Lot; however, if more than one of those persons are present or represented by proxy, the vote appertaining to such Lot shall be cast only in accordance with their unanimous agreement, and such agreement shall be conclusively presumed if any one of them purports to cast a vote appertaining to such Lot without protest being made forth with by any of the others to the person presiding over the meeting. In no event shall more than one (1) vote be cast with respect to any Lot. The Declarant shall be entitled to three (3) vote for each Lot owned until the happening of one of the following events, which ever occurs first:

(a) When 50 (50) Lots have been sold by the Declarant; or (b) On January 1, 1992; or (c) When, in its discretion, the Declarant so determined, provided that the membership shall be advised of such determination at a special or regular meeting of the membership convened pursuant to the By-Laws of the Association; or (d) Upon the expiration of a continuous period of twelve (12) months during which no further development of Lots by the Declarant has been undertaken. Thereafter, the Declarant shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishing and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. The Association expressly covenants and agrees to keep in good order and repair forever and in perpetuity all areas within the Common Area designated on the plats of the Properties as "streets", "driveways", and/or "roads", and further covenants and agrees not to attempt to dedicate the same to any state, county, municipality or other public authority.

Section 2. Owners' Yard Areas. The Association shall maintain each Owners Yard Area in good, clean, attractive and sanitary condition, order and repair. The Association shall have an easement in and to each Owner's Yard Area for the purpose of maintenance and care of the same, including, but not limited to, the seeding, watering and mowing of the grass, the planting, pruning and cutting of trees and shrubbery, and other general landscaping and grounds maintenance.

Section 3. Personal Property and Real Property for Common Use. The Association, through its Board of Directors, may acquire, hold and dispose of tangible or intangible personal property and real property. The Board of Directors, acting on the half of the Association, shall accept any real or personal property, leasehold or other property interests conveyed to it by the Declarant.

Section 4. Security. The Association may provide for security of the Properties, and may engage security forces and install fences and gates for the security and protection of the Properties. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the security and protection of the Properties.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot and suspension of the right to vote and the right to use the Common Area; provided, however, that the Association shall not prohibit an Owner's right of access to his Lot over and across the Common Area. In addition, the Board of Directors shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Section 6. Expressed and Implied Rights. The Association shall perform all other duties and obligations required by this Declaration. The Association may exercise any other rights, powers or privileges expressly authorized by this Declaration or the Articles of Incorporation or By-Laws of the Association, and every other right, power or privilege reasonably implied from or reasonably necessary to exercise any expressed right, power or privilege.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of a Lot by exceptions of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agreed to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property on the date the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for Common Expenses of the Association: (1) to promote the recreation, health, safety and welfare of the residents of the Properties; (2) for the improvement and maintenance of the Common Area; and (3) pursuant to Article IX hereof, to repair, maintain and restore the Homes on the Properties.

Section 3. Annual Assessments. Until January 1, 1988, the maximum annual assessment shall be \$960.00 per Lot for each Lot with a completed Home thereon. Until January 1, 1988, the maximum annual assessment for each Lot owned by the Declarant shall be \$420.00 per Lot for each Lot without a completed Home thereon. For the purposes of this Paragraph the Board of Directors shall have the authority to determine when a Home is completed. From and after January 1, 1988, the Board of Directors shall fix the annual assessment of each Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners. If the the Declarant is entitled to three (3) votes per Lot pursuant to the provisions of Article II, Section 2 hearof, such special assessments shall also require the assent of the Declarant.

Section 5. Notice and Quorum for Any Action Authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or a proxy is entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided, however, that the Board of Directors may provide for a lesser uniform rate of annual assessments for Lots without completed Homes thereon. When the Board of Directors determines that a Home is completed, the subject Lot shall be assessed for annual assessments at the higher rate commencing on the first day of the month following such determination.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in a calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after that due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage made in good faith and for value. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. In General. All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article in such standards as may be promulgated by the Architectural Control Committee. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction the provisions of this Article and the standards promulgated by the Architectural Control Committee. Each Owner acknowledges that the decor, color scheme and design of his Home are consistent and harmonious with other Homes on the Properties and agrees to maintain his Lot and Home in such a manner as to maintain and perpetuate the visual harmony within the Properties.

Section 2. Architectural Control Committee. The Architectural Control Committee (ACC) shall have exclusive jurisdiction over all original construction, improvements and landscaping on the Properties, and all subsequent reconstruction, modifications, additions or alterations there to. The ACC shall promulgate standards and procedures governing its area of responsibility and practice. In addition to set standards and procedures, plans and specifications showing the nature, kind, shape, color, size, materials and location of all original construction, improvements and landscaping, and all subsequent reconstruction, modifications, additions or alterations thereto shall be submitted to the ACC for approval as to quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography and finish grade elevation. In the event the ACC fails to approve or disapprove such plans and specifications or to request additional information reasonably required for a proper determination within sixty (60) days after submission, the plans and specifications shall be deemed approved. Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of his Home or to paint the interior of his Home any color desired.

The Architectural Control Committee shall consist of three (3) members who shall be J. W. IVEY., OTIS T. CROWELL and CHARLES S. HOLLEY, who shall serve so long as the Declarant shall be the Owner of Lots and until their successors are duly appointed and qualified. In the event of the death, incapacity or resignation of any of the named members, the remaining members shall appoint his successor. A majority of its members may appoint one member to act on the half of the entire committee and the decisions of such appointee shall bind the committee. No member shall be entitled to compensation for services rendered on the half of the committee.

At such time as the Declarant shall cease to be the Owner of one or more Lots, the Board of Directors shall have the power to appoint the members of the ACC for such terms upon such conditions as a Board of Directors may determine. The terms of the original members (and any member appointed by them) shall expire upon the taking of office of the appointees of the Board of Directors.

ARTICLE VII
INSURANCE AND FIRE PROTECTION

Section 1. Owners Insurance. Each Owner shall obtain and maintain in force, as a minimum, fire and extended coverage insurance covering the full replacement value of all insurable improvements to his Lot. Evidence of the existence of such insurance shall be delivered to the Board of Directors and maintained in the files of the Association. The Board of Directors, on the half of the Association, shall have the power, but not be required, to obtain such insurance on the Owners behalf or to pay on the Owners behalf of any overdue premiums for such insurance and recover the costs of same from such Owner in the same manner as payments of delinquent assessments are enforced pursuant to this Declaration. Nothing contained herein is intended to, or shall it alter or modify, any mortgagee's requirements with respect to insurance to be maintained by any Owner.

Section 2. Fire Protection. Each Home on the Properties is protected by the Martinez Volunteer Fire Department. Each Owner shall pay his annual subscription fee when due to the Martinez Volunteer Department, or any other fire department providing fire protection to his Home. Evidence of such payment shall be delivered to the Board of Directors and maintained in the files of the Association. The Board of Directors, on the half of the Association, shall have the power, but shall not be required, to pay such subscription fee on the Owners behalf and recover the costs of the same from such Owner in the same manner as payment of the delinquent assessments are enforced pursuant to this Declaration.

Section 3. Association Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements, if any, on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount and upon such terms and conditions as deemed by the Board of Directors to be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall maintain a public liability policy covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors and officers liability insurance, in an amount or amounts and upon such terms and conditions as deemed by the Board or Directors to be reasonable under the circumstances. Premiums for all such insurance shall be Common Expenses of the Association and shall be included in the annual assessment provided for in Article V, Section 3 hereof. Any proceeds from such insurance shall be dispersed in a manner deemed by the Board of Directors to be in the best interest of the Association and its members.

Section 4. Rules and Regulations. The Board of Directors shall have the authority to adopt rules and regulations to ensure adequate compliance with Section 1 and Section 2 of this Article.

ARTICLE VIII
DESTRUCTION OF HOMES

Section 1. Total Destruction. In the event of a total destruction of a Home, the Owner shall promptly rebuild and repair his Home as soon as practicable after such destruction. Such Owner shall commence to rebuild and reconstruct his Home within a reasonable time, not to exceed sixty (60) days from the date of such destruction. Any such rebuilding or reconstruction shall be approved by the Architectural Control Committee, and shall be in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications approved by the Architectural Control Committee. Notwithstanding the foregoing provisions of this Section, no Owner shall be required to rebuild and repair his Home in the event of a total destruction of his Home, provided that seventy five percent (75%) of the Lot Owners agree in writing that such owner be relieved of the obligations of this Section. In such event, the affected Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

Section 2. Partial Destruction. In the event of partial damage or destruction of a Home, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to the approval of the Architectural Control Committee, in conformity with the plans and specifications of the original structure. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damage to structure be left unrepaired and unrestored for a period in excess of sixty (60) days.

ARTICLE IX
EXTERIOR MAINTENANCE

Section 1. Owners' Responsibility. Each Owner covenants to keep the exterior of his Home in good order and repair, including any appropriate measures, in a manner and with such frequency as is consistent with good property management. In the event that an Owner of any Lot in the Properties shall fail to maintain the exterior of his Home in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon such Lot and to repair, maintain, and restore the exterior of the Home thereof; provided, that the Owner of such Lot shall have failed to repair, maintain and restore the exterior of his Home after having received at least thirty (30) days written notice from the Board of Directors specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board of Directors. The costs of any such exterior maintenance incurred by the Association shall be added to and become part of the assessment to which such Lot is subject, and the Association shall have the right to recover such costs in the same manner as payments of delinquent assessments are enforced pursuant to this Declaration.

ARTICLE X
WEST LAKE GOLF COURSE

Section 1. Easement for Golf Play. West Lake Members, Inc., shall have a nonexclusive perpetual easement over and across that portion of the Properties within ten (10) feet from the common boundary between the Properties and West Lake golf course. West Lake Members, Inc., its members and guests, shall have the right to enter upon said easement to recover golf balls without such entry being gained a trespass. This easement is only for the purpose of recovering golf balls. No golf play shall be permitted upon said easement. No golf carts shall be permitted upon said easement.

Section 2. Indemnification. No person shall have any cause of action against West kept Lake Members, Inc., its members or guests, for personal injury or property damage sustained on the Properties as a result of errant golf balls, excluding, however, any such personal injury or property damage caused by willful acts. The Owners of Lots 37-44, inclusive, and Lots 53-57, inclusive, of the Properties shall save, indemnify and hold harmless West Lake Members, against any and all claims or causes of action, including reasonable expenses actually incurred in defending such claims or causes of action, for personal injury and property damage sustained by such Owners, their residents and guests, on their respective Lots as result of errant golf balls, excluding, however, any such personal injury or property damage caused by willful acts.

Section 3. Prohibited Acts. No person shall commit any act on the Properties, or maintain any Lot in a manner, which would detract from the playing qualities or aesthetics of West Lake golf course, or constitute a nuisance to West Lake Members, Inc., its members and guests.

Section 4. Reciprocal Agreements. The Association may enter into reciprocal agreements with appropriate persons relating to the maintenance and improvement of the property on either side of the common boundary between the Properties and West Lake golf course.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contain shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Term and Severability. The provisions of this Declaration shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All easements contained in this Declaration shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All affirmative obligations of Owners contained in this Declaration, including, but not limited to, the obligation to pay Association assessments, shall run with and bind the Properties, and shall be and remain in effect perpetually to the extent permitted by law. All covenants contained in this Declaration restricting the Properties to certain uses shall run with and bind the Properties, and shall be

and remain in effect perpetually to the extent permitted by law; provided, however, if Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration so affected shall run with and bind the Properties so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the votes of the members of the Association present or represented by proxy which are entitled to cast votes at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of Clerk of Superior Court of Columbia County, Georgia, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension, and which shall contain a certification by the Secretary that such renewal or extension was duly approved by the members of the Association. Every purchaser or grantee of any interest in the Properties subject to this Declaration, by acceptance of a deed or other conveyance therefor, hereby agrees that such provisions of this Declaration may be renewed or extended as provided in this Section. Invalidity of any provision of this Declaration by judgment or Court order shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. If the Declarant is entitled to three (3) votes per Lot pursuant to the provisions of Article II, Section 2 hereof, any amendment shall also require the written ascent of the Declarant. Any amendment must be recorded. Notwithstanding the provisions of this Section, the Declarant shall have the right to alter the dimensions of a Lot or Lots, and that Common Area adjacent thereto, by the filing of Supplemental Declarations and revised plats prior to the sale of any such a Lot or Lots by the Declarant to an Owner.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon 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 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 have no 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 that 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 contract 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.

Section 5. Use Restrictions. The Properties shall be used exclusively for residential, recreational and related purposes, subject to the covenants, conditions, restrictions and reservations contained in this

Declaration. No house trailer, mobile home or modular home shall be placed upon or permitted to remain on the Properties. No structure of a temporary character, trailer, motor home, tent, shack or other out building shall be used as a residence on any portion of a Lot or the Common Area. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, not to exceed three (3) stories in height. Notwithstanding the provisions of this Section, the Declarant shall have the right to maintain a temporary office on the Properties until January 1, 1999, or the expiration of a continuous period of twelve (12) months during which no further development of Lots by the Declarant has been undertaken, whichever occurs first.

Section 6. Parking Regulations. The Board of Directors shall have the power to adopt rules and regulations governing the parking of vehicles and equipment upon the Properties, including, but not limited to, the designation of certain areas for the parking of non-passenger vehicles, trucks, recreational vehicles, trailers, motorcycles, votes and similar vehicles and equipment, and including the prohibition of the parking of same in spaces reserved by the Board of Directors for passenger automobiles.

Section 7. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, except that no more than a total of two (2) normal household pets may be kept in each Home, provided that such pets are not kept, bred or maintained for any commercial purpose. No such pets shall be permanently kept or maintained outside of the Home on any Lot. The Board of Directors shall have the power to adopt rules and regulations governing pets.

Section 8. Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall the property be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Home or resident thereof. No business activities of any kind whatever shall be conducted in any Home or on any portion of the Properties; provided, however, that this sentence shall not apply to the Declarant until January 1, 1992, or the expiration of a continuous period of twelve (12) months during which no further development of Lots by the Declarant has been undertaken, whichever occurs first; provided, further, that this sentence shall not apply to the business activities of the Association required or permitted under this Declaration.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder, lender or utility company to advertise the property during the construction and sales period.

Section 10. Subdivision of Lots. No Lot shall be subdivided without the consent of the Architectural Control Committee; provided, however, that the Declarant shall have the right to alter the dimensions of any Lot or Lots, and the Common Area adjacent thereto, prior to the sale of any such Lot or Lots by the Declarant to an Owner. The Association shall reconvey to the Declarant any portions of the Common Area required by any such alterations. In no event shall there be more than sixty seven (67) Lots on the Properties.

Section 11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels,

mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. Exterior Antennas. The Board of Directors shall have the power to adopt rules and regulations pertaining to the display of exterior television and radio antennas, including the prohibition thereof.

Section 13. Garbage, Clotheslines, etc. No equipment, garbage cans, wood piles or storage piles shall be placed or maintained on any Owners Yard Area in such a manner as to be visible from the Common Area or from neighboring Homes. No clotheslines shall be placed or maintained upon any Lot. It shall be the responsibility of each Owner to promptly remove from the Properties all rubbish, trash and garbage resulting from the occupancy of his Home. The Board of Directors may provide for the common removal of all rubbish, trash and garbage from the Properties, and may include the cost thereof in the annual assessments specified in Article V, Section 3 hereof. The Board of Director shall have the authority to adopt rules and regulations concerning the maintenance and location of receptacles for rubbish, trash and garbage on the Properties.

Section 14. Leasing of Homes. The Board of directors shall have the power to adopt rules and regulations relating to the leasing of Homes, provided that such rules and regulations shall not amount to unreasonable restrictions on the use and occupancy of a Home, and, specifically, shall not create a right of first refusal applicable to the leasing of a Home, create a right of prior approval of a prospective tenant, or prohibit the leasing of a villa for a period of six (6) months or longer.

Section 15. Garages. All garage doors shall remain closed at all times except for the entrance and exit of vehicles therefrom. No hazardous materials shall be maintained in any garage which shall constitute a safety hazard, or which would visciate or impair the fire and extended coverage insurance on the Home of which such garage is a part.

Section 16. Termite Control. The Board of Directors may require periodic inspections of all Homes on the Properties for subterranean termites and other wood destroying insects, and may include the cost thereof in the annual assessments specified in Article V, Section 3 hereof.

Section 17. Management Agreements. Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by the Declarant, may not exceed one (1) year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty (30) days written notice to the other party.

Section 18. Clubhouse and Swimming Pool. The Board of Directors shall have the power to adopt rules and regulations relating to the use of the clubhouse and swimming pool.

Section 19. Mortgagee Rights. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the lot number or address, any mortgage holder, insurer or guarantor shall be entitled to timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage; (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the

mortgage; and (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. Upon written request, the Association shall provide a financial statement of the Association for the immediately preceding fiscal year to any holder of a first mortgage on a Lot.

Section 20. Number and Gender. This Declaration is written predominantly in the singular number of the masculine gender. Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 21. Perpetuities. If any other covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty one (21) years after the death of the last survivor of the now living descendents of those persons named herein as the initial members of the Architectural Control Committee.

Section 22. Interpretation and Construction. The provisions set forth in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of the Properties. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective.

Section 23. Author. This Declaration was prepared by J. DAVID ROPER, Attorney-at-Law, 119 Davis Road, Martinez, Georgia 30907.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and sealed by its duly authorized officer, this 2nd day of June, 1987.

IVEY HOMES, INC.

BY _____

J. W. IVEY, JR., As Its President

Signed, sealed and delivered

In the presence of:

Witness

6-2-87

Notary Public

THE ABBEYS AT WEST LAKE
AMENDMENT TO DECLARATION

The Abbeyes at West Lake Declaration of Covenants, Conditions and Restrictions, dated June 2, 1987, recorded in the Office of Clerk of Superior Court of Columbia County, Georgia, in Deed Book 583, pages 23-43, is hereby amended as follows: the second and third unnumbered paragraphs Article VI, Section 2, relating to the composition of the Architectural Control Committee are hereby stricken in their entirety, and the following paragraphs are substituted therefore:

The Architectural Control Committee shall consist of J. W. Ivey, Jr., Douglas Reese and Victor Howdieshell, who shall serve so long as Home Sites, Ltd., shall be the Owner of one or more Lots and until their successors are duly appointed and qualified. In the event of the death, incapacity or resignation of any of the named members, the Board of Directors shall appoint his successor. Such as successor shall serve so long as Home Sites, Ltd., shall be the Owner of one or more Lots.

At such time as Home Sites, Ltd. shall own no Lot or Lots, the Board of Directors shall have the power to appoint the members of the ACC for such terms and upon such conditions as the Board of Directors may determine; provided, however, that the Board of Directors may remove any members of the ACC appointed pursuant to this paragraph at any time with or without cause. The terms of the members of the ACC pursuant to the immediately preceding paragraph shall expire upon the taking of office of the appointees pursuant to this paragraph. No member of the ACC shall be entitled to compensation for services rendered on behalf of the committee.

EXHIBIT B

The within and foregoing amendment is made pursuant to Section 3 Article XI of the Declaration of Covenants, Conditions and Restrictions of The Abbeyes at West Lake and shall become and be effective immediately upon recordation in the Office of the Clerk of the Superior Court of Columbia County, Georgia.

IN WITNESS WHEREOF, the undersigned Lot Owners have hereunto set their hands and seals, each as of the date of their individual execution

HOME SITES, LTD.

By: _____ (SEAL)
OTIS L. CROWELL, As Its General
Partner

Signed, sealed and delivered
In the presence of:

Owner of Lots 1,4,5,8,13,14,15,16,
17,18,19,20,21,22,24,27,28,29,30,
37,38,43,44,45,46,49,50,51,67.

Witness

Date: 5-13-91

Notary Public

Owner (SEAL)

Signed, sealed and delivered
in the presence of:

J. W. Ivey, Jr.
(Please Print Owner's Name)

Owner of Lot 60

Witness

Date: 5-13-91

Notary Public

- 12) Landscaping must be completed when the house is finished for occupancy. As a minimum, all front yards must be sodded and have a sprinkler system. Rear yards can be seeded. Sprinkler system installation must follow guidelines set by the Abbeys Homeowners Association. These guidelines pertain to location of sprinkler heads to make weekly maintenance of the yards easier and less damaging to the sprinkler system.
- 13) The Abbeys Association requires each builder to keep the construction site clean and safe. As a minimum, weekly cleanup is recommended. The street in front of each house shall not be used to store materials for construction and must be kept open at all times.
- 14) Each house shall use the same mailbox design and material as already existing in The Abbeys.
- 15) All construction shall conform to current construction codes in Columbia County.
- 16) Minimum square footage shall be seventeen hundred (1700) heated square feet.
- 17) All houses adjacent to the golf course or on lots of deemed appropriate by the ACC shall have a lattice underpinning on the deck and/or screen porch.
- 18) The ACC will make periodic inspections of work and the builder shall correct any work not conforming to the ACC guidelines.