

1.02. Sleeping Quarters in Attic, Garage, or Outbuilding Prohibited.

No attic, shack, garage, barn, or detached outbuilding shall be used for sleeping quarters, except that guest quarters may be provided as a part of or accessory to a main residential building, and shall conform to said main residential building in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

1.03. Altering Lot Boundaries.

No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat and change the boundary lines or subdivide any Lot or Lots; and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site, including but not limited to the relocation of easements, walkways, rights-of-way, and other amenities. No Lot shall be reduced in size so that the resulting Lot is less than 90% in size of the smallest Lot on the initial recorded subdivision plat. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

1.04. Location of Building on Lot.

It is the intention of the Declarant that the Architectural Control Committee allow the construction of structures to be erected on any Lot in Brookwood Glen Subdivision in such a location on each Lot as will more fully enhance the natural harmony and aesthetic appeal of

Brookwood Glen Subdivision. The Architectural Control Committee shall be vested with full discretion as to the location of such structures, as set forth in Article II hereof. However, no building of any kind or character shall be erected within thirty (30) feet of the right-of-way of any road in Brookwood Glen Subdivision, nor within ten (10) feet of any side Lot line, nor within any buffer zone or easement area as shown on the recorded subdivision plat. Also the front elevation of each house or building on a Lots 1A and 28B, both of which adjoin South Old Belair Road shall be directed toward Parnell Way. Notwithstanding, should the subdivision plat dated November 18, 1999 and last revised December 14, 1999 prepared by James G. Swift & Associates, and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, be inconsistent with the minimum building lines declared herein, said subdivision plat shall control over these Declarations and Covenants, unless otherwise approved by Columbia County, Georgia and the Architectural Control Committee. If any of the aforementioned Lots is subdivided or enlarged pursuant to the provisions of Paragraph 1.03 of Article I hereof, rear and side line restrictions shall be applicable only to the rear and side lines of the Lot as altered or re-subdivided.

1.05. Main Dwelling Built First.

No building or structure shall be constructed prior to construction of the main dwelling of the Lot. The Provisions of this Declaration shall not prohibit the Declarant from using a house or other structure located on Lots as models or sales offices.

1.06. Zoning Restrictions.

Zoning ordinances, restrictions and regulations of Columbia County and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions, or regulations, the more restrictive

provision shall apply.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

2.01 Submission of Plans, etc.

An Architectural Control Committee (hereinafter referred to as "ACC"), has been duly set up and appointed by the Declarant to exercise such jurisdiction and functions with respect to all Lots in Brookwood Glen Subdivision and such as may now or hereafter by amendment be additionally bestowed upon it by the terms of this Declaration. Plans, specifications, site plans or such information as the ACC deems appropriate for all proposed improvements, out buildings and landscaping upon all Lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any building plans, specifications, site plans, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon building plans, specifications, site plans, or grading plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location on the Lot of the proposed building and any other improvements, the harmony of the building as planned on the outlook from adjacent or neighboring portions of the subject property. Following approval by the ACC, all fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which are architecturally consistent with those

materials used in the main building. Building plans and specifications submitted to the ACC shall contain such information that ACC may from time to time deemed appropriate and necessary, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show driveways, service courts or areas, parking and any other building, improvements, or facilities to be constructed. Under no circumstances will the ACC review for approval plans and specifications which call for a main residential structure to be built which does not consist of at least 1700 heated square feet.

2.02. Conforming with Building Codes.

All improvements upon the Property shall be constructed in conformity with the building and drainage codes of Columbia County, Georgia, which now or hereafter exist, or in the absence of such building or drainage codes, then in conformity with the Southern Standard Building Code.

2.03. Completion of Construction Within One Year.

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have been commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency, or natural calamity.

2.04. Fences, Hedges, and Trees.

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any Lot or area if the location of such structure obstructs the vision of motorists on any adjacent street or lane and creates a traffic hazard. Except as provided hereunder, no fence, wall, hedge or similar structure on any Lot shall be constructed or maintained which is either more than six (6) feet in height or higher than that allowed by ordinance

currently enforced by Columbia County, whichever is less, or which is nearer the street boundary line of the Lot than the front line of the main residential building as extended to the side Lot lines. Provided however and subject to the approval of the ACC low decorative walls or hedges may be erected beyond the front line of the main residential structure with the written approval of the ACC.

A fence shall not be erected unless the owner of the Lot upon which said fence is to be erected receives the prior written approval of the ACC. There shall be no cutting of any trees exceeding six (6) inches in diameter outside of the building area for the main residential structure as except as approved in advance in writing by the ACC.

2.05. Membership in the ACC.

The ACC is composed of E.G. Meybohm, J.W. Ivey, Jr. and William G. Boatman. A majority of the ACC may designate a representative to act for them. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. Neither the members of the ACC, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, after the sale of the Declarant of 100% of the Lots shown on the plat of Brookwood Glen Subdivision, the then record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the ACC or withdraw from or restore to the ACC any of their powers and duties.

The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove improvements within thirty (30) days after the plans and specifications have been submitted to it or in any event, if no suit or enjoin the construction has been commenced prior to the completion thereof, approval

will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE III LAND USE RESTRICTIONS

3.01. Animals.

No poultry, swine, cows, goats, horses, mules, or other farm animals or fowls or bait farms shall be maintained on any Lot. No more than three (3) domestic pets, including but specifically not limited to cats and dogs, may be kept on any Lot except with the written permission of the ACC. Furthermore, no animals shall be permitted on any Lot for commercial breeding, grooming or boarding.

3.02. Vegetable Gardens.

No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side Lot lines.

3.03. Screened Areas for Unsightly Items.

No garbage receptacles, fuel tanks or similar storage receptacles, clotheslines, and other unsightly objects may be maintained except in screened areas which conceal them from view from streets and adjacent portions of the subject land. Plans for such screened areas delineating the design, size, appearance and location must be approved by the ACC prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located completely underground.

3.04. No Dumping or Rubbish.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers screened from view, as provided in Paragraph 3.03 of this

Article III. It shall be the responsibility of the owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which tend substantially to detract from the beauty of the subject land as a whole or his Lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any Lot.

3.05. Trucks, Trailers, Mobile Homes and Satellite Equipment.

No parking of trucks in excess of 3/4 quarter tons, trailers, or mobile homes shall be permitted on the streets, Lots or other portions of Brookwood Glen Subdivision except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the subject property. Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on a Lot if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior written permission from the ACC and all the owners of the contiguous Lots is obtained, and such campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel trucks, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent Lot. No satellite dish in excess of 24 inches in diameter or similar equipment may be placed upon any Lot or improvement. Moreover, if a satellite dish of less than 24 inches in diameter is placed on any Lot or improvement, it shall be placed in order to minimize its visibility from the road and or adjoining lots.

3.06. Hobbies.

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot. No

permanent type of sports equipment shall be located on any Lot where such equipment would be visible from any street without the prior written approval of the ACC; except, however, permission is not required for a single basketball goal.

3.07. Driveway and Walks.

No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material which is structurally and aesthetically compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

3.08. Noxious or Offensive Activity.

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Brookwood Glen Subdivision residents. There shall not be maintained on any Lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Brookwood Glen Subdivision.

3.09. Signs and Mailboxes.

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Brookwood Glen Subdivision by anyone including, but not limited to, an owner, a realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required legal proceedings. If such permission is granted, the ACC reserves the right to

restrict design, color and content of such a sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one (1) usual "For Sale" realtor sign may be erected without the permission of the ACC. Under no circumstances shall any banners, twirling signs "A" type signs, sidewalk or curb signs, balloons or other air or gas filled figures, rotating, flashing, blinking, fluctuating, portable or other animated signs be allowed on any Lot.

Neither a mailbox nor its stand shall be erected unless the owner has received the prior written approval of the Declarant. A uniform mailbox shall be used for all Lots. The Declarant shall establish the design and specifications of such mailbox, subject to the right of the Declarant to modify such design and specifications in its sole discretion at any time and from time to time because of the influence or effect of topography, availability or quality of building materials, Lot or overall development aesthetics, safety and other such considerations.

3.10. All structures shall be set back a minimum of thirty (30) feet from any street or public right-of-way, ten (10) feet from any side property line and ten (10) feet from the rear property line unless otherwise shown on the recorded plat of the subdivision or unless otherwise required by law or ordinance. There is established a minimum building line of at least fifty (50) feet for structures built on lots which boarder South Old Belair Road, and said minimum building line is shown on the subdivision plat and effects Lot 1, Block A, and Lots 9, 10, 11, 28, 29 and 30 of Block B.

Only driveways and landscaped areas will be permitted in the area between the front elevation of building structures erected on a Lot and the front property line adjoining a street or public right-of-way.

On Lots 9, 10 and 11 of Block B, of the subdivision, there is established on the southern most

boarder, that part of the Lots which boarder South Belair Road, a ten (10) foot buffer which shall remain undisturbed in all respects, to include, but specifically not limited to the placement of a fence on said area or the clearing of underbrush or the cutting of trees.

ARTICLE IV
BUILDING SET BACKS AND RESERVATIONS OF EASEMENTS

4.01. Reservation of Easement.

Except as where note on the subdivision plat as referenced above, the Declarant reserves unto itself, a perpetual, alienable, non-exclusive and releasable easement and right on, over and under the ground to erect, maintain, and use electric service, community antenna television, and telephone poles, street lights, wire, cables, conduits, drainage ways, community entrance signs, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear ten (10) feet of each Lot and the five (5) feet inside of each side Lot boundary line and twenty (20) feet over all utility lines, pipes, or swales as shown on the subdivision plat. A twenty (20) foot sanitary sewer easement is reserved to run over and through the back, but not the boundary portion of Lots 43A - 55A, and or down the side lot line for Lots 3A, 44A - 46A, 48A, 49A and 24B - 26B; reference is hereby made to said plat prepared by James G. Swift & Associates for a more complete and accurate description of said easement, its exact location, dimensions, metes, bounds, and distances. Furthermore, a twenty (20) foot drainage and utility easement is reserved across the back portions of Lots 23B - 26B and 29B and 30B; reference is hereby made to said plat for a more complete and accurate description of said easement, its exact location, dimensions, metes, bounds, and distances. In the event of the re-subdivision or the altering of any Lot under paragraph 1.03 hereof, this

easement shall apply to the Lot as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial recorded plat. Where a larger easement is shown on any recorded plat or other recorded document the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any license of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

4.02. Entrance Area Easement.

It is reserved unto the Association, a perpetual, non-exclusive, alienable and undivided interest in the entrance area to Brookwood Glen Subdivision, said easements are shown on the recorded subdivision plat and borders the right-of-way of South Old Belair, Lot 1, Block "A", and Lot 30, Block "B" on the subdivision plat for Brookwood Glen Subdivision, recorded with the Clerk of the Superior Court of Columbia County, Georgia in Plat Cabinet D, Slide 48, Number 5-6; reference is hereby made to said plat for a more complete and accurate description of said easement, its exact location, dimensions, metes, bounds, and distances.

4.03. Setbacks.

All structures shall be set back a minimum of thirty (30) feet from any street or public right-of-way, ten (10) feet from any side property line and ten (10) feet from the rear property line unless otherwise shown on the recorded plat of the subdivision or unless otherwise required by law or ordinance. There is established a minimum building line of at least fifty (50) feet for structures built

on lots which boarder South Old Belair Road, and said minimum building line is shown on the subdivision plat and effects Lot 1, Block A, and Lots 9, 10, 11, 28, 29 and 30 of Block B.

Only driveways and landscaped areas will be permitted in the area between the front elevation of building structures erected on a Lot and the front property line adjoining a street or public right-of-way.

On Lots 9, 10 and 11 of Block B, of the subdivision, there is established on the southern most boarder, that part of the Lots which boarder South Belair Road, a ten (10) foot buffer which shall remain undisturbed in all respects, to include, but specifically not limited to the placement of a fence on said area or the clearing of underbrush or the cutting of trees.

ARTICLE V
MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

5.01. Membership.

All owners of a single-family residential building Lot or Lots in Brookwood Glen Subdivision shall thereby be members of the Association for so long as such ownership continues. The Association is being formed and organized so as to provide an entity to operate, maintain and repair the entrance to Brookwood Glen Subdivision. No person or corporation in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership. Ownership of property as qualification for membership is defined herein as follows: ownership of any such Lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the Lot in question. Ownership within the meaning and intention hereof shall cease

meaning hereof shall mean and shall be effective upon the recording of any deed conveying such Lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such Lot.

The Declarant shall be a member of the Association so long as it is the owner of one (1) or more residential Lots as shown on the aforesaid plat, or of any additional Lots made subject to these Declarations under Article VIII hereof.

Members of the Association shall consist of two (2) classes, Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or bylaws of the Association and as hereinafter set forth, to-wit:

(a) Class A members shall initially consist of the Declarant, who shall be entitled to voting privileges, in the same amount of one (1) vote for each residential Lot owned by it in Brookwood Glen Subdivision, or in additional real estate made subject to these Declarations pursuant to Article VIII hereof.

(b) Class B members shall consist of all other owners of residential Lots in Brookwood Glen Subdivision other than the Declarant. Class B members shall not have voting privileges until the Declarant in its sole discretion shall so designate or until the Declarant shall have conveyed eighty-five percent (85%) of the residential Lots as shown on the aforementioned plat and upon the plat or plats of Lots composing such additional real estate made subject to these Declarations pursuant to Article VIII hereof, whichever occurs first, at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one (1) contiguous Lot upon which only one (1) residence is constructed, such member, upon becoming a Class A member, shall be entitled to only (1) vote and shall likewise only be subject to

the imposition of dues and assessments calculated for a single Lot pursuant to Article VIII of these Declarations, provided said residence is partially physically located on each such contiguous Lot. A corporation owning one (1) or more Lots in Brookwood Glen Subdivision shall have one (1) vote for each such Lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

5.02. Duties of the Association.

It shall be the duty of the Association to impose and collect such dues, assessments and other charges as it may deem necessary, in accordance with Article VI hereof, and to landscape and maintain the lighting, sprinkler systems and the beautification of all entrances to Brookwood Glen Subdivision. In addition, the Association shall also repair and maintain all entrance walls and entrance lights of said subdivision located in the easement areas (see 4.02) and rights-of-way thereof. The Association may, in its discretion, have the additional duty of requiring all Lot owners to maintain their property in accordance with the standards set forth herein.

ARTICLE VI
COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

6.01. Imposition of Assessment.

Each member of the Association, as defined in Article V of these Declarations, obligates himself, herself, or itself, and by the ownership of a single-family residential Lot in Brookwood Glen Subdivision, shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Governors from time to time hereinafter provided.

Each residential building Lot on the aforementioned plat of Brookwood Glen Subdivision

shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. No sale or conveyance of a Lot, whether voluntarily or involuntarily made, by or in the name of an owner, shall operate to extinguish the obligation of the owner as a member of the Association to pay the sums owed by such owner to it.

6.02. Amount of the Assessment.

Any annual or special assessment or charge shall be in an amount to be fixed from year to year by the Board of Governors of the Association; provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each Lot subject to such charge or assessment under the terms of these Declarations. Special assessments may be imposed by majority vote at an annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on January first of each year, beginning January 1, 2001, or as earlier determined by the Declarant. The amount of said annual assessment due for each Lot conveyed from the Declarant shall be prorated based upon said initial annual assessment. Special assessments imposed in accordance with these Declarations and the Bylaws of the Association shall be due and payable at such time as the Association designates.

6.03. Use of the Assessment.

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

- (a) maintenance of entrance signs, entrances, lighting fixtures of Brookwood Glen Subdivision;
- (b) for such purposes as set forth in the Bylaws of the Association as they now exist or

as they same may be hereafter amended;

(c) for such other lawful purposes as the Board of Governors of the Association shall determine.

ARTICLE VII
REMEDIES FOR VIOLATION OF THESE DECLARATIONS

7.01. Remedies.

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

ARTICLE VIII
ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

8.01. Additional real estate located adjacent to the subdivision which the Declarant or other owners thereof (with written consent of Declarant) may decide to add to the scheme of the development herein set forth, may be subjected to terms of these Declarations and the same shall be effective upon the filing of the same for the record in the Office of the Clerk of Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Declarant to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Brookwood Glen Subdivision. In the event that said additional real estate shall be owned by persons or entities other than the Declarant, such owners shall, upon consent of the Declarant and upon the filing of such supplementary declarations, be considered a developer of such additional real estate and shall be entitled to all of the rights and privileges as to such additional real estate as established for the Declarant herein.

8.02. **Right to Extend Street, etc.**

The Declarant reserves for itself, and for its successors or assigns, or heirs and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth.

ARTICLE IX
SEVERABILITY CLAUSE

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

ARTICLE X
EFFECTIVE PERIOD

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

In the event any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitude and easements as therein

changed, modified or extinguished, in the manner herein provided.

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

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

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

IN WITNESS WHEREOF, the Declarant and the Association have respectively caused these presents to be executed by and through their duly authorized officers and their seals affixed, or hereunder set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

(SIGNATURES ON ATTACHED PAGES)

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

BROOKWOOD GLEN
JOINT VENTURE

BROOKWOOD GLEN SUBDIVISION
PROPERTY OWNERS ASSOCIATION

_____ and _____ and Georgia Bank & Trust Company of Augusta do hereby declare all of the lots in Brookwood Glen Subdivision which are owned by them or which have been conveyed by Security Deed to Georgia Bank & Trust Company of Augusta to be subject and subordinate to and encumbered by this Declaration of Protective Covenants and Restrictions for Brookwood Glen Subdivision.

IN WITNESS WHEREOF, the undersigns have caused these presents to be executed by and through their duly authorized officers and their corporate/bank seals affixed hereto the date and year first above written.

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

Notary Public, Richmond County, Georgia
My Commission Expires November 17, 2000

BROOKWOOD GLEN JOINT VENTURE

CORPORATE
SEAL

E.G. Meybohm (L.S.)

As its: Meybohm Realty Inc., Venturer
By E.G. Meybohm, Its President

J.W. Ivey, Jr. (L.S.)

J.W. Ivey & Associates, Inc., Venturer
By: J.W. Ivey, Jr., Its President

CORPORATE
SEAL

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

Notary Public, Richmond County, Georgia
My Commission Expires November 17, 2000

BROOKWOOD GLEN SUBDIVISION
PROPERTY OWNERS ASSOCIATION

By: E.G. Meybohm

[SEAL]

CORPORATE
SEAL

Signed, sealed, and delivered
in the presence of:

GEORGIA BANK & TRUST COMPANY
OF AUGUSTA

Kim A. Julian
Unofficial Witness

By: *Phil Craster*
As its: *Sr. Vice President*

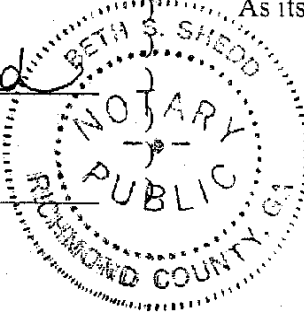
CORPORATE
SEAL

Beth S. Shedd
Notary Public

My Commission Expires:

[SEAL]

Notary Public, Richmond County, Georgia
My Commission Expires November 17, 2006



RETURN TO:

SCOTT J. KLOSINSKI, P.C.
#6 George C. Wilson Court
Augusta, Georgia 30909
(706) 863-2255

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