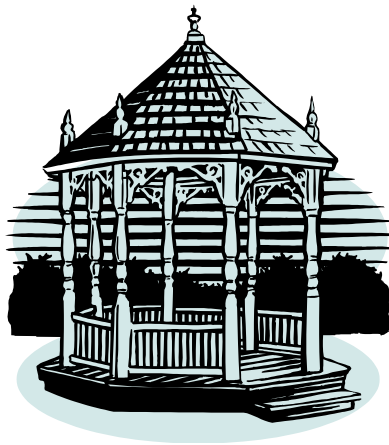


Welcome To Lenox Place



This welcome packet contains:

- * *neighborhood by-laws*
- * *neighborhood protective covenants*

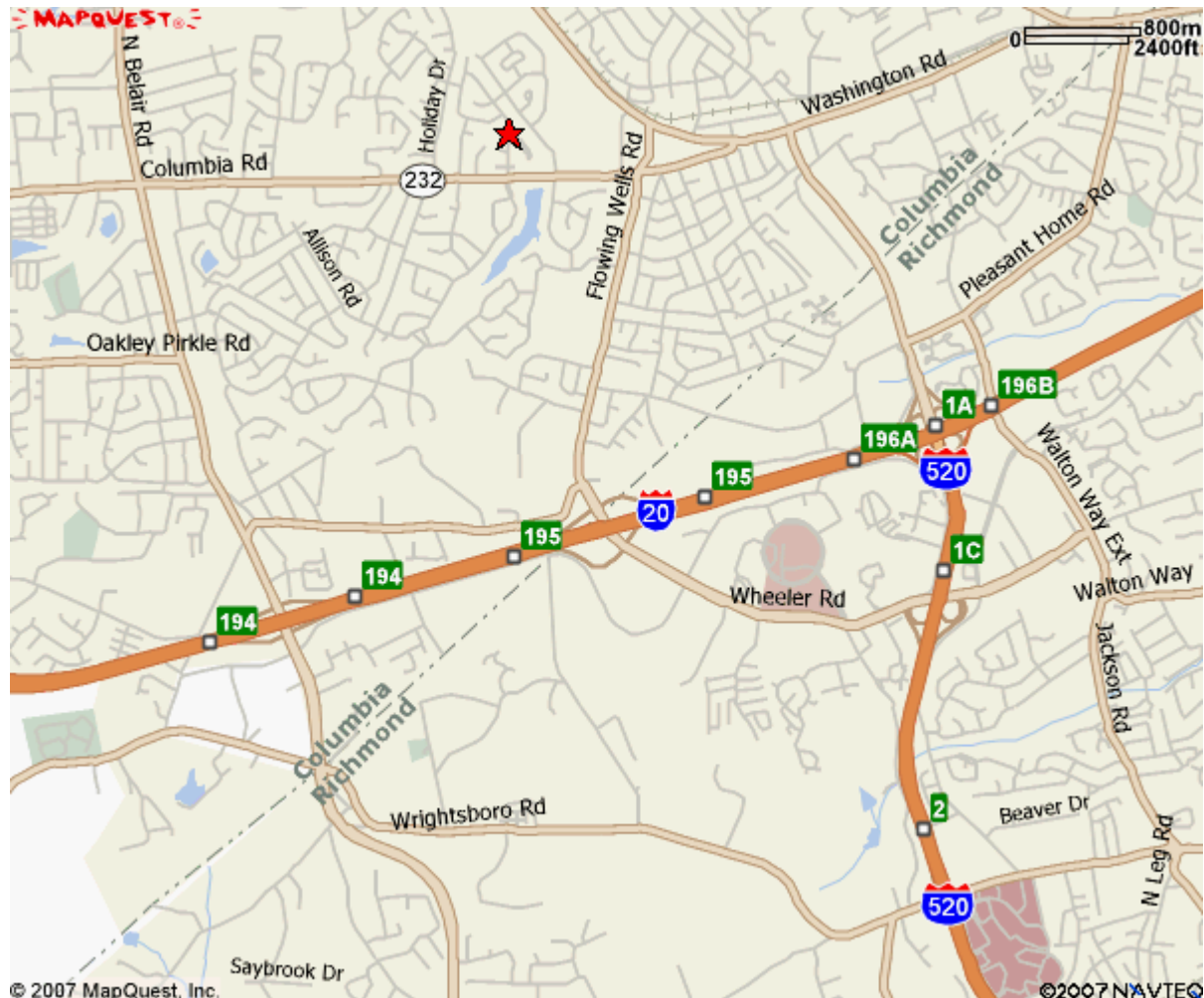
Welcome to Lenox Place

Lenox Place was established in 1985 with the planned capacity of 48 houses. In the time since then, Lenox Place has continued to evolve as both a subdivision, and a community. In January of 2000, the residents of Lenox Place took ownership of the Lenox Place Homeowners Association, and have resided on the board ever since.

Lenox Place is a clean, safe, friendly community in the heart of Columbia County's growth conveniently located near Columbia Road and Flowing Wells Road across from the Spring Lakes neighborhood. Lenox Place is located just minutes away from the Evans town Center, Mullins Crossing, Augusta Exchange and Augusta Mall, yet far enough to be free from any traffic.

Lenox Place invites you to visit our wonderful community. If you are in the market for a relatively new, but established walled community, then Lenox Place may just be the community you've been looking for. From Lenox Place, commuters can reach Evans Town Center and Mullin's Crossing in 5 minutes, Augusta Mall and Fort Gordon in 20 minutes, and Bush Field Airport in 30 minutes.

There's hardly a more convenient and quiet place to live!



BY-LAWS OF
LENOX PLACE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

The property to which these By-Laws pertain shall be known as "LENOX PLACE SUBDIVISION", more particularly described as follows:

All those lots or parcels of land, situate, lying and being in the state of Georgia and County of Columbia, and being shown and designated as Lots 1 through 48, inclusive, and the streets and two front entranceway green areas, all of which are shown on a plat of Lenox Place prepared by Charles T. Alexander, registered professional engineer and registered land surveyor, dated June 2, 1985 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in PC-A, Slide 126 #2, reference being made to said plat for a more complete description as to the metes, bounds, and location of said property,

as well as such additional real estate which may be made subject to the Protective Covenants applicable to Lenox Place Subdivision.

ARTICLE II
MEMBERSHIP

Section 1. All owners of a single-family residential building lot or lots in Lenox Place shall thereby become members of the Association for so long as such ownership continues. Provided, however, that 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 of contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention thereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the 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 Owner and Developer of Lenox Place, Simons and Vaughn Construction Company, Inc., hereinafter referred to as "The Owner", shall be a member of the Association so long as it is the owner of one or more residential lots as shown on the aforesaid plat, or of any additional lots made subject to the Protective Covenants applicable to Lenox Place.

Section 2. No person or corporation taking title as security for the payment of money or for the performance of any obligation shall be entitled to membership.

Section 3. Members of the Association shall consist of two 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 by-laws of the Association and as hereinafter set forth, to-wit:

- a) Class A members shall initially consist of The Owner, who shall be entitled to voting privileges in the amount of three (3) votes for each residential lot owned by it in Lenox Place, or in additional real estate made subject to these Declarations.
- b) Class B members shall consist of all other owners of residential lots in Lenox Place other than The Owner. Class B members shall be entitled to one (1) vote for each residential lot owned by them until The Owner has conveyed all of the residential lots as shown on the aforementioned plat, 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 contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) Class A vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of the Declarations, provided such residence is partially physically located on each such contiguous lot. A corporation owning one or more lots in Lenox Place shall have one (1) applicable Class A or B 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.

ARTICLE III

BOARD OF GOVERNORS

Section 1. There shall be a Board of Governors made up of not less than three nor more than seven Directors to be elected by the voting members of the Association at the annual meeting thereof each year, who shall hold office until the next annual meeting.

Section 2. In the event any member of the Board of Governors, by death, resignation or otherwise, shall cease or become unable to discharge his duties as such Director, the remaining Directors shall immediately declare the membership vacant at a meeting specially called for that purpose, notice thereof being given in the notice of meeting to the Directors and the remaining Directors shall forthwith proceed to elect a person to serve the expired term of membership thus declared vacant.

Section 3. The Board of Governors shall serve without compensation unless and until compensation and the amount thereof is authorized by majority of the voting members of the Association.

Section 4. The Board of Governors shall manage and administer the affairs of the *Association* and shall have the following powers and authority:

- a) to impose and collect such dues, assessments, and other charges as *it* may deem necessary *in* accordance with Article VI of the Protective Covenants applicable to Lenox Place;
- b) to repair and maintain the privacy wall located on the two (2) front entranceway green areas of Lenox Place as described in said Protective Covenants;
- c) to maintain the entranceways and green areas of Lenox Place;
- d) to maintain the trees and the shrubbery located within the rights-of-way of the streets in Lenox Place, as well as obtaining insurance, if deemed necessary, to insure the Association for its liability accruing to Columbia County, Georgia for any damages arising from the existence of said trees and shrubbery within said rights-of-way;
- e) to, in its discretion, require all members of the Association to maintain their property in accordance with the standards set forth in the Protective Covenants applicable to Lenox Place;
- f) to do such other acts and incur such other obligations as it may in its discretion deem necessary in accordance with the powers accorded it under its charter and under the laws of the state of Georgia.

Section 5. With the exception of the initial Board of Governors, only members of the Association who are not delinquent in the payment of any annual or special assessment or dues or other charges shall be eligible for election to the Board of Governors.

Section 6. The Board of Governors shall have the authority to establish such committees for the furtherance of the purposes of the Association as it may, in its discretion, from time to time deem necessary, delegating to such committee such power as may be necessary to accomplish the purposes therefore.

ARTICLE IV

MEETINGS OF MEMBERSHIP AND BOARD OF GOVERNORS

Section 1. The annual meeting of the Association shall be held on the first Monday of January of each year after 10 days written notice. Special meetings of the Association may be called by the President or by the Board of Governors upon the giving of 15 days written notice to all members. Such meeting shall be called when requested by either the Board of Governors or by members of the Association representing one-third of its voting rights.

Except as otherwise provided by law or under the provisions of these By-laws, all action taken at regular or special meetings of the Association shall be by a majority of the votes entitled to be cast by members who are not delinquent in the payment of any annual or special assessments due or other charges and present or voting by proxy. A quorum of the holding of any such meeting shall be the presence, either by person or by proxy, of members holding the majority of the voting rights of the entire membership of the Association.

Section 2. Annual meetings of the Board of Governors shall be held upon the same date and the same place as the annual meetings of the Association, immediately following the adjournment thereof, or at such place and time as requested by a majority of the Board of Governors.

Special meetings of the Board of Governors may be called at any time by the President upon the giving of five days written notice to all members of the Board. Such meeting shall be called when requested by either one-third of the members of the Board or by members of the Association representing one-third of its voting rights. Except as otherwise provided by law or under the provisions of these By-laws, all action taken at regular or special meetings of the Board of Governors shall be by a majority of those members of the Board present and voting. A quorum for the holding of any such meeting shall be the presence of a majority of the members of the Board of Governors.

Section 3. The placing of such written notice as shall be required under the provisions of these By-laws in the United States mail with proper postage affixed thereto, directed to each member of the Association at the last known address of such member, shall be the equivalent of giving actual written notice to such member.

Section 4. The Board of Governors shall determine the location and time of all meetings of the Association and the Board.

ARTICLE V

OFFICERS OF THE ASSOCIATION

Section 1. The officers of the Association shall be a President, a Secretary and a Treasurer, and such other officers as the Board of Governors may, in its discretion, create by resolution from time to time.

Section 2. The officers of the Association, with the exception of the initial officers thereof, shall be elected by a majority vote of the Board of Governors from the members of the Association annually at the annual meeting of the Board and shall serve as such until the respective successors in office are duly qualified and elected. Only members of the Association who are not delinquent in the payment of any annual or special assessments or dues or other charges shall be eligible for election as an officer.

Section 3. In the event any officer, by death, resignation or otherwise, shall cease or become unable to discharge his duty as such officer, the Directors shall immediately declare the office vacant at a meeting specially called for that purpose, notice thereof being given in the notice of meeting to Directors and the Directors shall forthwith proceed to elect an officer for the unexpired term of office thus declared vacant.

Section 4. Duties and authority of the respective officers shall be as are usual and customary in offices held by officers of the same name; provided, however, that such duties and authority may be enlarged or limited at any time and from time to time by the Board of Governors.

Section 5. The officers of the Association shall serve without compensation unless and until compensation and the amount thereof shall be approved by the Board of Governors. Any compensation paid to any officer must be approved by a majority vote of the entire membership of the Association entitled to vote.

Section 6. The Board of Governors at any meeting at which officers of the Association are elected may continue in the offices of the Association except that the President may not also be elected to serve as Secretary thereof.

Section 7. Any officer of the Association may be removed by two-thirds vote of the Board of Governors whenever the best interest of the Association will be served thereby.

ARTICLE VI

ASSESSMENTS

Section 1. Each member of the Association shall pay to the Board of Governors by January first of each year, an annual assessment levied on each lot in an amount determined by the Board of Governors at its annual meeting for the use by the Board in accomplishing the purposes of this Association, as expressed herein and in the Protective Covenants applicable to Lenox Place Subdivision. Such annual assessment shall initially be fixed at \$25.00 per lot. The amount of such assessment shall be sufficient to pay for all of the expenses incurred on accomplishing the purposes of the Association.

Section 2. Special assessments may be imposed when found necessary and when approved by a majority vote of the members of the Association at an annual or special meeting thereof called in accordance with these By-laws.

Section 3. 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 the Protective Covenants applicable to Lenox Place Subdivision.

Section 4. The annual and special assessments together with interest thereon at the rate of eight percent (8%) per annum and the cost of collection thereof shall be a continuing lien on the .lot or lots against each which such assessment is levied. Such assessments may be collected by the Association from time to time by means of foreclosure of said lien or by other means allowed by law.

ARTICLE VII

BANK ACCOUNTS, CHECKS AND BONDS

Section 1. Bank accounts for the deposit of funds of the Association may be opened in such banking institution as may be selected and designated from time to time by the Board of Governors.

Section 2. Said banks are authorized to make payments of the funds of the Association on deposit with them, such payments to be made upon presentation of checks signed by such officers as may be designated by the Board of Governors.

Section 3. Books, accounts and records of the Association shall be opened to inspection by any member of the Board of Governors, any members of the Association, or any officer thereof, at all reasonable times during the usual business hours of the day.

Section 4. The officers and employees of the Association shall furnish, upon request of the Board of Governors, bonds for the faithful performance of their duties at such time and in such amounts as the Board of Governors may reasonably determine.

Section 5. The Treasurer of the Association shall present to members of the Association a statement of receipts and disbursements at each annual meeting of the membership of the Association called in accordance with these By-laws.

ARTICLE VIII

AMENDMENT TO BY-LAWS

Section 1. These By-laws may be amended by any annual or special meeting of the Association by members representing a majority of the voting rights of the Association, provided that there shall first have been given to all members a written notice of such meeting and the substance of the proposed amendment, which notice shall have been sent so as to be received by each member not less than 15 days before the time for holding the meeting. A notice duly stamped and mailed to the last known address of the member shall be sufficient notice of such meeting.

State of Georgia
County of Columbia

GEORGIA, COLUMBIA COUNTY
FILED AND RETURNED 10:20 A.M. 11-5-85
11-5-85 BOOK 445 PAGE 152-166
G. B. FORD, JR., CLERK
0964

THIS DECLARATION OF PROTECTIVE COVENANTS made and published on the 30th day of October, 1985, by SIMONS AND VAUGHN CONSTRUCTION COMPANY, INC., a corporation chartered under the laws of the State of Georgia, having its principal office in Columbia County, Georgia, hereinafter referred to as "The Owner", and LENOX PLACE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation chartered under the laws of the State of Georgia, having its principal office in Columbia County, hereinafter referred to as "The Association":

WITNESSETH:

THAT WHEREAS, SIMONS AND VAUGHN CONSTRUCTION COMPANY, INC. is the Owner and developer of:

All those lots or parcels of land, situate, lying and being in the State of Georgia and County of Columbia, and being shown and designated as Lots 1 through 48, inclusive, and the streets and two front entranceway green areas, all of which are shown on a plat of Lenox Place prepared by Charles T. Alexander, registered professional engineer and registered land surveyor, dated June 2, 1985 and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in PC-A, Slide 126 #2, reference being made to said plat for a more complete description as to the metes, bounds, and location of said property; and

WHEREAS, THE OWNER desires to develop on said property a residential community to be known as Lenox Place Subdivision, and hereinafter referred to as "Lenox Place", and has deemed it desirable for the preservation of the value of said property to create an organization which shall be delegated and assigned as hereinafter set forth the power of maintaining and administering the community properties, together with the trees and shrubs located within the rights-of-way of the streets in said subdivision and of administering and enforcing the terms and conditions hereinafter set

forth in this agreement, and to perform any other functions that may be desirable to improve the enjoyment of living in Lenox Place; and

WHEREAS, THE OWNER has caused The Association to be incorporated under the laws of the State of Georgia, for the purpose of exercising the powers and functions aforesaid, and

WHEREAS, it is to the interest, benefit and advantage of The Owner, The Association, and to each and every person who shall hereafter purchased any lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations and servitudes be imposed upon said property, and that the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by The Owner, The Association, and each and every subsequent owner of any of the lots in said subdivision, SIMONS AND VAUGN CONSTRUCTION COMPANY, INC. does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them hereafter:

ARTICLE I

RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Use of Land.

No portion of the land described herein shall be used for commercial or mercantile purposes but will be used solely for residential purposes for the erection of one detached single-family dwelling, not exceeding two stories in height, on each of the lots which may be sold and conveyed and without limiting the generality of the foregoing, the following are specifically prohibited; apartment houses, hospitals, infirmaries, boarding houses, hotels, or any other use not limited to a single-family dwelling for residential purposes.

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

No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it 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.

3. Size of Structures.

All residences erected on Lots 1-7 inclusive and Lots 44-48 inclusive shall be single-family residences as described in paragraph one hereof; and in the case of a one-story residence the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary space, shall not be less than two thousand (2000) square feet of finished, heated area; and in the case of a one and one-half or two story residence the main dwelling floor area exclusive of porches, attached garages, carports and other auxiliary space, shall be not less than one thousand (1000) square feet of finished, heated area in the downstairs floor; provided that the total finished floor area shall not be less than two thousand (2000) square feet of finished, heated area. A split level house (either a front to back, back to front, or side to side) will be considered as a two-story house except that the total area of the two lower levels must equal or exceed the prescribed minimum for the first floor of a two-story house. Any house shall be considered to be a split level house when it has three or more well defined interior floor levels and an upper floor is superimposed over one of the lower floor levels. In approving any two-story, one and on half story or split level house, the Architectural Control Committee will require that the top stories of such house be constructed in accordance with normal design practices and that the top floor area not be proportionately smaller than is customary in houses of its type.

4. Size of Structures.

All residences erected on Lots 8-43 inclusive shall be single-family residences as described in paragraph one hereof; and in the case of a one-story residence the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary

space, shall not be less than one thousand eight hundred (1800) square feet of finished, heated area; and in the case of a one and one-half or two-story residence the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary space, shall be not less than one thousand (1000) square feet of finished, heated area in the downstairs floor; provided that the total finished floor area shall not be less than one thousand eight hundred (1800) square feet of finished, heated area. A split level house (either a front to back, back to front, or side to side) will be considered as a two-story house except that the total area of the two lower levels must equal or exceed the prescribed minimum for the first floor of a two-story house. Any house shall be considered to be a split level house when it has three or more well defined interior floor levels and an upper floor is superimposed over one the lower floor levels. In approving any two-story, one and on half story or split level house, the Architectural Control Committee will require that the top stories of such house be constructed in accordance with normal design practices and that the top floor area not be proportionately smaller than is customary in houses of its type.

5. Altering Lot Boundaries.

No lot shall be subdivided, or its boundary lines changed, nor shall application for the same be made to Columbia County, except with the written consent of The Owner. However, The Owner hereby expressly reserves unto itself, its successors and assigns, the right to replat and change the boundary lines or subdivide of lot or lots owned by it in order to create a modified lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, right-of-ways, and other amenities to conform to the new boundaries of said replatted lots; provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten percent (10%) smaller than the smallest lot shown on the first recorded plat showing the lot to be altered and provided further that in such re-subdivision, the minimum setback line, as shown on the recorded plat, and the side and rear line restrictions as set forth in these restrictions shall be applicable to such lots as re-subdivided. The provisions of this paragraph shall not be 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.

6. Location of Building on Lot.

No building of any kind or character shall be erected on the lots included in this subdivision nearer the street than the minimum building line as shown on said plat of Lenox Place referred to above, nor shall any building of any kind or character be erected within ten (10) feet of any side property line. No residence or living quarters shall be erected within twenty-five feet (25) feet of the rear lot line. However, swimming pools and approved auxiliary buildings not to be used as dwellings may be constructed to within ten (10) feet of a rear lot line. If any lots are re-subdivided or enlarged pursuant to provisions of paragraph five (5) hereof, side and rear line restrictions shall be applicable only to the side and rear lines of lots as re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side lines.

7. Main Dwelling Built First.

No building or structure shall be constructed prior to construction of the main dwelling on the lot. The provisions of this Declaration shall not prohibit The Owner from using a house or other dwelling unit constructed on lots as models.

8. 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

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by The Owner, to exercise such jurisdiction and functions with respect to all lots in Lenox Place or as may be delegated to it under the charter and by-laws of The Association and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this agreement. Plans and specifications for all proposed improvements and landscaping upon the lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the plan in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. No construction, landscaping, 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 in its location with its surroundings, and the affect of the building as planned on the outlook from adjacent or neighboring portions of the subject property. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of such main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plans showing locations and orientations of building on the lot, with all setbacks indicated, 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 or any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings

may be constructed on any lot without the full and active supervision of an architect or building contractor.

2. Completion of Construction within One Year.

The exterior of all buildings or 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.

3. Fences and Hedges.

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be place, maintained or permitted to remain on any lot or area if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and creates a traffic hazard. 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. Nevertheless, 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 made of chain link shall not be erected on any lot to be used for residential purposes.

4. Windows, Fireplace, and Chimneys.

All houses shall have wood frame windows only and fireplaces and chimneys shall be maintained as masonry only.

5. Landscaping.

All front lawns shall be fully landscaped, which shall include sprinkler system, and shall be added within 30 days of occupancy.

6. Trees.

Since living trees contribute to the aesthetic value of Lenox Place, no property owner shall cut or remove trees if such act will be detrimental to the appearance of the area as determined by the Board of Governors of the Lenox Place Property Owners Association, Inc.

7. Garages and Carports.

No carport shall open on the front or street side of the house. No garage shall open on the front or street side of the house unless same is equipped with an electric door opener.

8. Membership in the Architectural Control Committee.

Membership in the ACC shall be solely by appointment of The Owner until all lots which are now or may hereafter be made subject to these Declarations shall have been improved by the construction of a residential building unless said Owner shall in its sole desecration earlier assigned its rights of appointment to The Association. Thereafter, right of membership appointment shall be assigned by The Owner to The Association.

ARTICLE III

LAND USE RESTRICTIONS

1. 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 two (2) cats, dogs or similar domestic pets may be kept on any lot except with the written permission of the ACC.

2. Vegetable Gardens.

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

3. Screened Areas for Unsightly Items.

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, 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.

4. Free Standing Buildings or Sheds.

No free standing buildings or sheds for storage or otherwise shall be located on any lot without prior written approval by the ACC.

5. 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 of Article III. It shall be the responsibility of each 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 refused shall be permitted on any lot.

6. Trucks, Trailers, Mobile Homes.

No parking of trucks, trailers, or mobile homes shall be permitted on the streets, lots or other portions of Lenox Place 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 or pickup 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 for the ACC and all the owners of contiguous lots is obtained, and such campers, motorcycles, motorbikes, motor homes,

vans, travel trailers, panel or pickup trucks, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent lot.

7. Hobbies.

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assemble and disassemble of motor vehicles and other mechanical devises, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot. No permanent type of sports equipment such as basketball hoops shall be located on any lot where such equipment would be visible from any street without prior written approval of the ACC.

8. Driveways 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, such as asphalt or exposed aggregate 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

9. 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 Lenox Place 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 Lenox Place.

10. Signs and Mailboxes.

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of Lenox Place by anyone including, but not limited to, an

owner, a realtor, a contractor or subcontractor, except with the written permission of The Association or except as may be required by legal proceedings. If such permission is granted, The Association reserves the right to restrict design, color and content of such sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main structures or accessory structures is permissible and only one (1) usual "For Sale" realtor sign may be erected during the sale period without the permission of The Association. The mailbox and its stand as well as any property identification signs for each lot may not be erected unless they have received written approval from the ACC.

11. No Interference with Streams.

No owner shall obstruct, alter or interfere with the flow or material course of the water of any creek, stream, lake or pond on the subject property without first obtaining the written consent of the ACC.

12. Use of Ponds and Streams.

No owner, whether or not his property is bounded by waters of a lake, pond, stream or creek, shall by virtue of his ownership of any lot, acquire any right, title or interest in or to the lakes, ponds, streams or creek within Lenox Place or the beds, waters or surface thereof.

ARTICLE IV
RESERVATIONS OF EASEMENTS

1. Easements.

Easements for the installation and maintenance of all utilities and drainage facilities are reserved by The Owner over the rear ten(10) feet of each lot and over five (5) feet from each side property line; provided that in the event of their re-subdivision of any of the said lots under the provisions of paragraph five(5) of Article I hereof; this easement shall apply to the said lines of the lots as re-subdivided in lieu of the side lines of the lots as shown on the original plat referred to above, unless the installation of utilities and

drainage facilities have been completed by The Owner, in which event the original easement granted in irrevocable unless written consent of The Owner is obtained. Where a larger easement is shown on said plat, the larger easement will apply instead of the easement herein reserved. In addition, The Owner is causing to be constructed a privacy wall adjacent to the rear lot lines of Lots 1, 2, 3, 47, and 48 has been established. A five (5) foot easement for the construction and maintenance of said wall is hereby reserved over the rear five (5) feet of said lots. This reservation shall not be construed as an obligation of The Owner to maintain any utility and drainage easement as indicated herein or as shown on the aforementioned plat.

ARTICLE V

MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

1. Membership.

All owners of a single-family residential building lot or lots in Lenox Place shall there by become members of The Association for so long as such ownership continues. Provided, however, that 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 property 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 accomplished by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such property to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recoding 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 property.

The Owner shall be a member of The Association so long as it is the owner of one or more residential lots as shown on the aforesaid plat.

Members of The Association shall consist of two 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 by-laws of The Association and as hereafter set forth, to-wit:

- (a) Class A members shall initially consist of The Owner, who shall be entitled to voting privileges, in the amount of three (3) votes for each residential lot owners by it in Lenox Place.
- (b) Class B members shall consist of all other owners of residential lots in Lenox Place other than The Owner. Class B members shall be entitled to one (1) vote for each residential lot owned by them until The Owner shall have conveyed all of the residential lots as shown on the aforementioned plat, 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 contiguous lot upon which only one residence is constructed, such member, upon becoming a Class A member, shall be entitled to only one (1) Class A vote and shall likewise only be subject to the imposition of dues and assessments calculated for a single lot pursuant to Article VI of the Declaration, provided said resident is partially physically located on each such contiguous lot. A corporation owning one or more lots in Lenox Place shall have one (1) applicable Class A or B 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.

2. Duties of the Association.

It shall be the duty of The Association to impose and collect such dues, assessments or other charges as it may deem necessary in accordance with Article VI hereof, and to maintain the trees and other shrubbery located within the rights of way of any of streets in Lenox Place, as well as being responsible for any liability accruing in Columbia County, Georgia, for any damage arising from the existence of such trees and shrubbery within the rights of way. Said Association shall also be responsible for the maintenance of the two (2) front entranceway green areas of Lenox Place and may, in its discretion, require all lot owners to maintain their property in accordance with the

standards set forth herein. Further, said Association shall be responsible for the maintenance of the privacy wall constructed on the two (2) front entranceway green areas adjacent to the rear of Lots 1, 2, 3, 47, and 48, as shown on the aforesaid plat. It shall be the additional duty of The Association to perform all things duly approved by the membership in accordance with the Association-By-Laws.

ARTICLE VI

COVENANTS AND ASSESSMETNS IN FAVOR OF THE ASSOCIATION

1. 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 Lenox Place 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, as hereinafter provided. (In no event shall ownership by The Owner of any residential lot in Lenox Place be construed as imposing upon The Owner the duty or obligation of paying any dues, assessments or other charges in The Association for such lots.)

Each residential building lot on the aforementioned plat of Lenox Place shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgage or lender of any sums secured by properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage, trustee or holder of any security deed for value in and good faith shall be paramount to the lien imposed herein, and provided further such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure or mortgage or deed to secure debt or acquisition of the title by deed in favor of the holder of such mortgage or deed to secure debt in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or

deed to secure debt, or after acquisition of title by deed in lieu of foreclosure by the holder of the same.

The foreclosure of the lien created hereunder shall not operate to affect or impair the priority of the mortgage or deed to secure debt upon the premises in question, and the foreclosure of any such mortgage or security deed or the acceptance of a deed in lieu of foreclosure by the holder of any such mortgage or security deed shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges or assessments as shall have accrued up to the effective date of such foreclosure or the acceptance of a deed in lieu of foreclosure by the holder of any such mortgage or security deed, shall be subordinate to the title acquired by the purchaser at any such foreclosure sale or acquired by the holder of any such mortgage or security deed in lieu of foreclosure from the then owner of such property. Any such acquisition of title as aforesaid shall be subject to all such assessments or charges, however, that shall accrue subsequent to the effective date of the foreclosure deed or deeds given in lieu of foreclosure to the holder, if any, of such mortgage or security deed.

2. Amount of the Assessments.

Such annual or special assessments 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. Such annual assessment is permanently fixed by said Board of Governors at \$25.00 per lot, subject to be changed by majority vote at the annual meeting of The Association. Also, special assessments may be imposed by majority vote at an annual meeting or special meeting of The Association called in accordance with its by-laws. Each such annual assessment shall be due and payable in advance on 1 January of each year, beginning January 1, 1986. The amount of said annual assessment due for each lot conveyed from The Owner prior to January 1, 1986 shall be prorated to January 1, 1986 based upon said initial annual assessment of \$25.00. Special assessments imposed in accordance with these Declarations and the by-laws of The Association shall be due and payable at such time as The Association designates.

3. Use of the Dues and Assessments.

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

- (1) maintenance of the privacy wall located on the two (2) front entranceway green areas as described herein;
- (2) maintenance of the two (2) front entranceway green areas of Lenox Place including but not limited to sprinkler systems and gazebo;
- (3) maintenance of trees and other shrubbery located within the rights of way of the streets in Lenox Place, as well as obtaining of insurance, if deemed necessary, to insure The Association for its liability accruing to Columbia County, Georgia for any damage arising from the existence of said trees and shrubbery within said rights or way;
- (4) for such purposes as set forth in the corporate charter or by-laws of The Association as they may now or as the same may hereafter be amended;
- (5) for such other lawful purposes as the Board of Governors of The Association shall determine.

4. Dedication of Two (2) Front Entranceway Green Areas, Etc. to The Association.

The Owner shall convey all of its rights, title and interest in the two (2) front, entranceway green areas, privacy walls, and other common areas to The Association at such time as it in its sole discretion deems proper, but not later than such time as 75% of the residential building lots located in Lenox Place shall have been conveyed or made subject to a contract of sale from The Owner.

ARTICLE VII
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

1. 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, the owners the lots in Lenox Place or The Association 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 Owner or The Association 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 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 VII
SEVERABILITY CLAUSE

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

ARTICLE IX
EFFECTIVE PERIOD

1. 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 Count, Georgia; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through The Owner until October 30, 2005; and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter 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 place on record in the Office of the Clerk of the Superior Court of Columbia county, Georgia, in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes 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 or change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

So long as The Owner shall hold title to any portion of the hereinbefore described property, The Owner as well as its successors and assigns, shall have, and are hereby granted the exclusive right, executable at anytime 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 aspects whenever in sole controlled opinion of The Owner, such waiver, repeal or variance shall not be materially detrimental to the general nature in development of Lenox Place as a residential area.

IN WITNESS WHEREOF, The Owner and The Association have respectively caused these presents to be executed by their duly authorized corporate officers and

their corporate seal affixed, or hereinafter set their hands and seals, as the case may be, the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in the presence of:

Kimberly Hill

Charles Robinson
Notary Public

Columbia County, Georgia

Date of Notarization Oct. 30, 1985

Notary Public, Columbia County, Ga.

My Commission expires Aug. 1, 1989

SIGNED, SEALED AND DELIVERED
in the presence of:

Kimberly Hill

Charles Robinson
Notary Public

Columbia County, Georgia

Date of Notarization Oct. 30, 1985

Notary Public, Columbia County, Ga.

My Commission expires Aug. 1, 1989

SIMONS AND VAUGHN CONSTRUCTION COMPANY, INC.

By: Serry W. Vaughn
As its President

By: B. J. Harrison
As its Vice Pres.

LEMON PLACE PROPERTY OWNERS ASSOCIATION, INC.

By: D. E. Linsen
As its Pres.

By: Serry W. Vaughn
As its Sec. Treas.