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CINDY MASON  
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County, Ga.  
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Participants: 7800811246  
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**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**JACKSON HEIGHTS**

Prepared by:

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**JACKSON HEIGHTS**  
**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION** is made by **Jackson Heights, LLC**, a Georgia limited liability company, hereinafter referred to as "**Declarant**" and **Jackson Heights Community Association, Inc., a Georgia non-profit corporation.**

**WHEREAS**, Declarant is the developer of Jackson Heights, a residential subdivision located off of Old Belair Lane in Columbia County, Georgia; and

**WHEREAS**, Jackson Heights will be comprised of various residential properties; and

**WHEREAS**, Jackson Heights, LLC is the owner of the real property described on Exhibit "A" attached hereto to which these Covenants, Conditions and Restrictions will attach.

**WHEREAS**, Declarant desires to provide for the preservation and enhancement of the property values, and the enhancement of the quality of life for residents who purchase homes or live in the Jackson Heights subdivision, as well as to enhance the general health, safety and general welfare of the owners or residents of the properties therein;

**WHEREAS**, each and every homeowner will be a member of the Jackson Heights Homeowners Association, Inc., (hereinafter sometimes referred to as "the Association") which is created herein and will have its Articles of Incorporation delivered substantially simultaneously with execution to the Georgia Secretary of State.

**NOW, THEREFORE**, Declarant and the Association hereby declare that the real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and other provisions of this Declaration which shall run with the title to the land in Jackson Heights. This Declaration is binding upon and shall inure to the benefit of Declarant, its successors and assigns, and all persons and entities who may hereafter acquire any right, title or interest in said real property or any portion thereof.

## ARTICLE I DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall control the interpretation of this Declaration:

**Section 1. Declarant.** "Declarant" means Jackson Heights, LLC, a Georgia limited liability company. No successor or assignee of Declarant shall have any rights, duties or obligations of Declarant as expressed herein unless those rights, duties or obligations are specifically assigned in an instrument of succession or assignment signed by the Declarant or pass by operation of law.

**Section 2. Jackson Heights.** "Jackson Heights" is a subdivision located off of Old Belair Lane in Columbia County, Georgia, and shall be defined as all real property which is made subject to this Declaration, including the real property described on Exhibit "A" attached hereto, and all Additional Property. "**Additional Property**" means real property which hereafter is made subject to this Declaration.

**Section 3. Development Period.** "**Development Period**" means that period commencing on the date hereof and ending when Declarant has sold all land made subject to this Declaration herein or as amended by adding Additional Property or when the Declarant records a writing with the Clerk of the Superior Court of Columbia County stating that the Development Period has ended, whichever is earlier.

**Section 4. Associations and Boards.** "**Association**" means **Jackson Heights Community Association, Inc.**, a Georgia nonprofit corporation. The Association is the property owners' association for Jackson Heights. "**Board**" means the Board of Directors of the Association, the governing body having charge of the affairs of the Association. "**ARB**" means the Jackson Heights Architectural Review Board, the governing body having exclusive jurisdiction over all construction in Jackson Heights.

**Section 5. Documents.** "**Declaration**" means this Jackson Heights Declaration of Covenants, Conditions and Restrictions. "**Supplemental Declaration**" means any recorded document which subjects Additional Property to the provisions of this Declaration or amends this Declaration in any other respect. "**Governing Documents**" means this Declaration and all Supplemental Declarations, collectively. "**Articles**" means the Articles of Incorporation of the Association. "**Bylaws**" means the Bylaws of the Association.

**Section 6. Rules and Regulations.** "Board Rules" means all rules and regulations promulgated or adopted by the Board which govern the Association or the use and enjoyment of the properties in Jackson Heights. "**Planning Criteria**" means the Jackson Heights Planning, Construction and Development Criteria promulgated by the ARB. "**Rules**" means the Board Rules, all decisions of the Board, the Planning Criteria, and all decisions of the ARB, collectively.

**Section 7. Parcels and Residences.** "**Parcel**" means a parcel of land or other recognized real property interest capable of separate ownership shown on any recorded plat or plan of Jackson Heights and which is subject to this Declaration, excluding Common Property and property owned by governmental agencies and utility companies. "**Residence**" means a dwelling in Jackson Heights designed for single family residential occupancy, including a house, patio home, townhouse, zero lot line dwelling, condominium unit, cooperative unit, apartment unit, and any other form of residential occupancy or ownership now or hereafter created.

**Section 8. Owners and Members.** "**Owner**" means the owner, whether one or more persons or entities of a Parcel in Jackson Heights. "**Member**" means a member of the Association. The Owner of a Parcel in Jackson Heights shall be, by virtue of such ownership, a Member of the Association. "**Owner**" and "**Member**" are synonymous and are used interchangeably herein. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Parcel is deemed to be the Owner as long as the life estate exists. Declarant is an Owner as long as Declarant owns one or more Parcels in Jackson Heights. A Mortgagee is not an Owner simply by holding a security interest in a Parcel. Unless the Association has satisfactory proof to the contrary, ownership of a Parcel is deemed to be vested in accordance with the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

**Section 9. Common Property and Maintenance Areas.** "**Common Property**" means all real property owned by the Association. "**Maintenance Area**" means Common Property, maintained by the Association for the benefit of Jackson Heights infrastructure, which may include a Detention Pond, but is specifically not limited to that function.

**Section 10. "Open Space", "Landscape Easement"** or any similar such designation in the Governing Documents or shown on a recorded plat of Jackson Heights (collectively a "**Open Space**") is intended to be an area which the Association may leave as a Buffer Area, or in which the Association may provide more formal landscaping, including but not limited to mowing, pruning, grading, planting of flowers, shrubs, and other vegetation or may be maintained by the Association, in its sole discretion, as a "Park" as that term is commonly defined. **Buffer Areas, Landscape Areas, and Natural Areas.** "**Undisturbed Buffer**", "**Buffer Area**", "**Natural Buffer Area**", or any similar such designation in the Governing Documents or as may be shown on a recorded plat of Jackson Heights (collectively a "**Buffer Area**") is intended to be an area in which trees and other natural vegetation shall be allowed to grow and dominate with no material landscaping. "Landscape Areas and Buffer Areas may be collectively referred to as "**Natural Areas**". Natural Areas are intended to be areas on which no buildings or above-ground improvements shall be constructed except as provided herein. In the event a Natural Area is located on a Parcel, the Association shall have a perpetual easement within the Natural Area to conduct, construct and maintain the Permitted Improvements, perform landscaping activities, and to permit the use and traverse of improvements, if any. A Natural Area which is not located on a parcel may be designated as Common Property, at the sole discretion of Declarant. OWNERS ARE EXPRESSLY PROHIBITED from cutting, pruning, removing any vegetation, or from planting any additional vegetation, building fences, building a Structure, or interfering with any landscaping or landscaping activity of the Association whatsoever, or conducting any of the Permitted Improvements within any Buffer or Natural Area, including a Natural Area located on

the Owner's Parcel, without the express written approval of the Association. During the Development Period, Declarant may exercise any of the rights granted or reserved to the Association in this Section.

**Section 11. Common Expenses.** "**Common Expenses**" means the expenses of operating the Association in the performance of its duties, including the costs incurred for the maintenance of Common Property or Open Space, Maintenance Areas, and the building of any Recreational Facilities to include but specifically not limited to operational expenses, interest and debt reduction payments, insurance, utilities, taxes, repairs, payment of deficits from prior years, and to maintain reasonable reserves, all as may be deemed necessary and appropriate by the Board.

**Section 12. Miscellaneous Definitions.** "**Mortgage**" means a mortgage, deed to secure debt, deed of trust, or other instrument which secures an obligation, and which conveys a lien upon or security title to real property. "**Mortgagee**" means the holder of a Mortgage. "**Real property**" and "**land**" each include all improvements located thereon or therein. To "**maintain**" and the "**maintenance**" of real property each include the operation, management, maintenance, repair, improvement, beautification and landscaping of the same. "**Laws**" includes laws, ordinances, rules and regulations of federal, state and local governments and their agencies as may be applicable to Jackson Heights. "**Real estate records**" are the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

## ARTICLE II PROPERTY SUBJECT TO DECLARATION

**Section 1. Property Subject to Declaration.** The real property described on Exhibit "A" attached hereto shall be held, sold, conveyed and occupied subject to the provisions of this Declaration.

**Section 2. Annexation of Additional Property.** During the Development Period, Declarant shall have the right, but not the obligation, to annex to Jackson Heights, as Additional Property, other real property within the Plan without the approval of any person or entity.

**Section 3. Method of Annexation.** Annexation of Additional Property shall be accomplished by recording a Supplemental Declaration which subjects the Additional Property to the operation of this Declaration and the jurisdiction of the Association. The Supplemental Declaration may contain provisions to reflect the different character of the Additional Property or the various style characteristics and development approaches being implemented, all of which may be significantly different from the development of the real property described on Exhibit "A" attached hereto and other Additional Property.

**Section 4. Merger or Consolidation.** Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of the Association may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as the surviving association. The surviving or consolidated association may administer the provisions of the Governing Documents, together with the covenants, conditions

and restrictions established upon any other properties, as one scheme. No merger or consolidation, however, shall revoke or change any provisions of the Governing Documents.

### **ARTICLE III THE ASSOCIATION**

**Section 1. Powers.** The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to the limitations expressly set forth in the Governing Documents, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property of every nature. The Association shall accept the Common Property and any other real or personal property conveyed to it by Declarant. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Governing Documents, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners, and for the maintenance of the Common Property, Open Space, the Maintenance Areas and any to be built Recreational Facility. Said Powers specifically include the power to borrow money and mortgage property of the Association.

**Section 2. Board of Directors.** The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power or authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. Subject to the rights of Declarant and the Owners set forth herein, the Association is responsible for the exclusive management and control of the Common Property and the Maintenance Areas, except as otherwise provided herein. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the properties in Jackson Heights (the "Board Rules"). The Board Rules may impose standards not contained in or more strict than the Governing Documents, if consistent with the general intent thereof and not in conflict with the Governing Documents, the Articles, the Bylaws or the Planning Criteria. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

**Section 3. Election of Board.** Declarant shall have the right to elect and remove members of the Board during the Development Period, unless Declarant sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

**Section 4. Membership.** The Owner of each Parcel in Jackson Heights shall be a Member of the Association. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Member. Membership in the Association is appurtenant to the Parcel giving rise to such membership and shall automatically be transferred to the new Owner upon transfer of title to a Parcel. Transfer of membership by any other means shall be void.

**Section 5. Voting Rights.** Members shall be entitled to one vote in the Association for each Parcel owned in Jackson Heights. When a Parcel is owned by more than one person or entity, all such persons and entities shall, collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons or entities is present or represented by proxy at a meeting of the membership, that person or entity is entitled to cast the vote relating to such Parcel. If more than one of such persons or entities are present or represented by proxy, the vote relating to such Parcel shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Parcel without protest being made prior to the conclusion of the voting by any of the others to the person presiding over the meeting.

**Section 6. Declarant's Veto Power.** Declarant shall have the power to veto all actions of the Association and the Board during the Development Period, unless Declarant sooner waives this right. As long as Declarant has veto power under this section, no action authorized by the Association or the Board shall become effective, nor shall any action, policy or program be implemented, unless and until:

(a) Declarant shall have been given notice of each meeting of the Members and the Board by certified mail return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the provisions of the Bylaws relating to regular and special meetings of the Members and the Board, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall have power to veto any action, policy or program authorized or to be taken by the Association, the Board, or any of the Members. Except as set forth in Subsection (c), Declarant's veto must be exercised by Declarant at or before the meeting to consider the proposed action or within ten days thereafter. Declarant's veto power shall not include the authority to require any affirmative action of the Association or the Board; and

(c) Declarant shall have been given notice by certified mail return receipt requested or by personal delivery of any action, policy or program to be implemented without the formality of a meeting at least ten days prior to its implementation. Declarant shall have ten days after receipt of such notice to exercise its veto.

#### **ARTICLE IV COMMON PROPERTY**

**Section 1. Title.** Title to all Common Property shall be conveyed to and held by the Association. Declarant may convey certain portions of the Common Property and retain others until such time as Declarant deems appropriate. Unless the Board approves otherwise, all Common Property shall be free and clear of any Mortgages or other monetary obligations at the time of conveyance.

**Section 2. Maintenance.** The Association shall maintain the Common Property and the Maintenance Areas, and all stormwater improvements and facilities, any Detention Ponds in Jackson Heights and the Maintenance Areas which are not the responsibility of a governmental agency, in a clean and attractive condition, and in good order and repair.

**Section 3. Use and Enjoyment.** The Owners, the Association, and Declarant (during the Development Period) shall have a nonexclusive right, privilege and easement of use and enjoyment in and to the Common Property, Open Spaces which are appurtenant to and shall pass with the title to every Parcel in Jackson Heights. Subject to any rules or standards set by the Board and/or the Association, said rights shall include: (a) a right-of-way for ingress and egress vehicular and pedestrian traffic, as appropriate, in, through, over, under and across the streets, roads, trails and walks therein for all lawful purposes; and (b) rights and easements of drainage across or through storm water improvements, and to connect with, maintain and make use of utilities therein or located in or along the adjacent roads and streets.

**Section 4. Extent of Rights.** The right to use and enjoy the Common Property or Open Space which is not Maintenance Property is subject to the following:

(a) The provisions of the Governing Documents, the right of the Association having jurisdiction thereof to reasonably limit access thereto and the use and enjoyment thereof, and all applicable laws.

(b) The right of Declarant prior to its conveyance, and the Association after its conveyance, to grant or dedicate to any Owner, governmental agency or utility company, and to reserve easements and rights-of-way, in, through, under, over and across any portion of the Common Property or Open Space for the maintenance of utilities and drainage facilities, and for the completion of the development.

(c) The right of Declarant prior to its conveyance, and the Association after its conveyance, to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of land located within Jackson Heights, in exchange for services, payments or other consideration, which may include the granting of reciprocal easements to use and enjoy other land.

**Section 5. General Easements Reserved to Declarant.** Declarant hereby reserves the following easements, rights and privileges in, through, over, upon and under the Common Property during the Development Period: (a) easements to connect with, make use of, construct and maintain utilities, drainage facilities, services and materials within the Common Property, or within or along the adjacent roads and streets, which are beneficial for the completion, marketing, use and enjoyment of Jackson Heights, and to grant the right of use thereof to others; (b) the right to grade, landscape, cut and remove trees, bushes and shrubbery, and take any other action reasonably necessary to provide economical and safe installation of utilities, drainage facilities and services, and to maintain reasonable standards of health, convenience, safety and appearance; (c) the right to locate thereon wells, pumping stations, and irrigation systems and lines; (d) the right and easement of ingress and egress for purposes of development, construction and marketing of Jackson Heights; and (e) such other easements and rights as may

be reasonably necessary to develop Jackson Heights in an orderly and economical manner; provided, however, that this section shall not obligate Declarant to provide or maintain any such utility, facility or service. The easements and rights herein reserved shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association.

## **ARTICLE V EASEMENTS**

**Section 1. Recorded Plats.** The properties in Jackson Heights are subject to the drainage and utility easements and other matters shown including but not limited to side lot easements, front and rear lot line easements, and minimum building lines as noted on the recorded plats of Jackson Heights. No person, entity or activity shall interfere with the proper use or function of any easement, or damage or interfere with the installation, maintenance and operation of utilities, or change the direction or affect the flow of storm water.

**Section 2. Emergency Entry.** The Association may enter upon a Parcel and the Residence thereon in an emergency for the protection of persons and property in Jackson Heights. This right of entry may be exercised by the Association and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Parcel and the Residence thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner or occupant thereof, or in the event such Owner or occupant fails or refuses to cure the hazardous condition.

**Section 3. Access Easement.** The Declarant desires to establish a private roadway and/or common drive in the Community which shall provide access to the alley lot lines of Lots 91-134 and to each respective Parcel and is designated as Andrews Lane, a private road on the Recorded Plat. All construction and development of the Access Easement shall be the sole expense of the Declarant. The Association shall keep and maintain the Access Easement in good order, condition, and state of repair and shall be solely responsible for costs associated with maintaining the Access Easement Area.

**Section 4. Emergency Entry.** The Declarant and/or any Homeowner's and/or Property Owner's Association may enter upon a Parcel and the Residence thereon in an emergency for the protection of persons and property in Jackson Heights. This right of entry may be exercised by the Association and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Parcel and the Residence thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner or occupant thereof, or in the event such Owner or occupant fails or refuses to cure the hazardous condition.

**Section 5. Encroachments.** If any portion of a Residence, building, fence, party wall, roadway, walkway, parking area, driveway, utility, water line, sewer line, sprinkler system, or other structure or improvement constructed as an original improvement to a Parcel unintentionally encroaches on an adjoining Parcel or Common Property, a perpetual

nonexclusive easement shall exist for the continuing use and maintenance of such encroachment, and any repair or replacement thereof if constructed in substantial conformity with the original encroachment. No person or entity shall maintain any action for the removal of the encroachment or for damages resulting therefrom.

**Section 6. Beneficiaries of Easements.** The benefit of any easement, license, right or privilege granted to an Owner hereunder may be granted to the Owner's tenants, occupants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

## ARTICLE VI COVENANT FOR ASSESSMENTS

**Section 1. Lien; Personal Obligation; Exemptions.** Each Owner covenants and agrees to pay to the Association the annual assessments, special assessments and individual assessments established herein and levied by the Association against the Owner's Parcel. The Common Property and Parcels owned by Declarant which have been subject to this Declaration for less than five years shall be exempt from assessments. No other land in Jackson Heights shall be exempt from assessments, although the commencement of assessments maybe postponed as provided in Section 3(e). Each assessment, together with all other charges authorized pursuant to Article XV, Sections 3 and 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the Parcel against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Parcel at the time the assessment became due. Such lien shall be prior to all other liens and encumbrances hereafter created except taxes and assessments levied by a governmental agency, and Mortgages described in Section 8 of this Article. The personal obligation for delinquent assessments shall not pass to the Owner's successors-in-title unless expressly assumed by them, but no such assumption shall relieve the Owner's personal liability therefor. The obligations of this article shall bind each Parcel and each Owner regardless of whether ownership was acquired by conveyance or operation of law, and regardless of whether so expressed in the conveyance or other document of title. No Owner may avoid liability for assessments by abandonment, nonuse or waiver of the use or enjoyment of the Owner's Parcel, the Common Property or any portions thereof, or otherwise.

**Section 2. Purpose of Assessments.** Assessments levied by the Association maybe used to promote the health, safety and general welfare of Jackson Heights and the Owners and occupants thereof, to perform the duties and exercise the powers conferred upon the Association, and for such other purposes deemed necessary or appropriate by the Association or the Board, including: (a) operating expenses of the Association; (b) maintenance and lighting of entry features, project identification signs, access ways, and easement areas (whether dedicated to the public or private); (c) traffic control if not performed by a governmental agency, traffic control devices, and directional markers; (d) real and personal property taxes and assessments levied or assessed against the Association the Common Property or the Open Spaces; (e) maintenance of the Common Property and the Maintenance Areas, and all streets and roadways thereon which are not maintained by a governmental agency; (f) recreational and social activities, if any; (g) deficits previously incurred by the Association, if any, in making capital improvements to or

upon the Common Property or the Maintenance Areas, or in furnishing services to or for the Members; (h) reasonable reserves for future repairs and replacements; (i) payment of insurance premiums deemed necessary by Declarant and/or the Association; (j) any other thing deemed necessary or appropriate to keep Jackson Heights safe and attractive, to preserve or enhance the value of the properties therein, or which may be of benefit to the Owners and occupants thereof (k) to borrow money in the name of the Association and to pledge any property of the Association.

### **Section 3. Annual Assessments.**

(a) **Operating Budget.** The Board shall, at least forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve an operating budget for the next year which reflects the estimated gross receipts and the estimated Common Expenses of the Association, including any capital budget items pursuant to Subsection (b).

(b) **Capital Budget.** The Board shall annually prepare a capital budget which should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included in the operating budget.

(c) **Allocation of Assessments.** Those portions of the operating budget reflecting Limited Common Expenses shall only be assessed against the nonexempt Parcels to which such expenses are applicable. The remainder of the operating budget shall be assessed against all nonexempt Parcels in Jackson Heights. Assessments to pay for Common Expenses in Jackson Heights shall each be levied at a uniform rate for each Parcel, unless a reasonable basis exists to deviate therefrom. The type of Residences shall each be considered a reasonable basis to so deviate.

(d) **Adoption of Budget.** The Board shall cause a copy of the proposed operating and capital budgets and the proposed annual assessment to be levied for the following year to be sent to each Owner at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessment shall become effective unless and until disapproved by a majority of the total membership (not just those present and voting) at a special meeting of the Members held within thirty (30) days after the proposed budget and assessment are sent. Until such time as a new budget is adopted, the budget in effect for the preceding year shall continue in effect. The Board may propose successive budgets, subject to the same notice and disapproval provisions, until a new budget is approved. A budget approved after the beginning of the fiscal year shall not be retroactive unless the notice to the Owners provides therefor.

(e) **Commencement and Payment of Annual Assessments.** Annual assessments for the individual lots shown on Exhibit "A" attached hereto and any additional property shall commence on the day of the purchase of a lot or Parcel of land by an Owner from the Developer or Declarant. Notwithstanding the foregoing, the Board may, in its sole discretion, postpone the

commencement of annual assessments levied against a Parcel for a reasonable time after the sale thereof by Declarant to permit the construction of the Residence thereon.

(f) **Payment.** Annual assessments shall be paid in full prior to the beginning of the assessment year, unless the Board allows installments to be paid during the assessment year. In the event of installment payments, the Board may charge a uniform rate of interest upon the amounts remaining unpaid at a rate deemed appropriate by the Board, but not greater than the interest rate on judgments then in effect in the State of Georgia. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

**Section 4. Special Assessments.** In addition to the annual assessments established hereunder, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any unexpected construction, additions to the Common Property or Maintenance Areas, reconstruction, repair or replacement of a capital improvement upon the Common Property or the Maintenance Areas, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed appropriate by the Board; provided that any such special assessment is approved by a majority of the votes of the Members present and voting in person or by proxy at a meeting called for said purpose.

**Section 5. Individual Assessments.** The Association may levy an individual assessment against a Parcel and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner's Parcel in accordance with the Governing Documents or the Rules, or to reimburse the Association for any damage to any Common Property or Maintenance Area caused by an Owner or the Owner's tenants, occupants or guests, or for any other purpose permitted by the Governing Documents. An individual assessment shall be paid within thirty (30) days after notice thereof is sent to the Owner.

**Section 6. Initiation Fees.** An initiation fee for a Parcel may be established by the Board, which will be paid to the Association at the time a parcel is transferred in a transfer for true consideration.

**Section 7. Status Certificates.** The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth the payment status of assessments on a specific Parcel. A certificate of the Association as to the status of assessments on a Parcel is binding upon the Association as of the date of its issuance.

**Section 8. Subordination of Lien to Certain Mortgages.** The lien of the assessments shall be subordinate to the lien of any Mortgage or Mortgages now or hereafter placed upon any Parcel in Jackson Heights originated by any lender regularly engaged in financing the purchase, construction, or improvement of real estate, including but not limited to any commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including a real estate investment trust, as well as any assignee of loans made by any such lender, any private or

governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, non-judicial foreclosure, or proceeding in lieu of foreclosure, shall not relieve such Parcel from liability or from the lien for assessments thereafter levied. No Mortgagee shall be responsible for the collection of assessments from an Owner.

**Section 9. Builder Assessments.** Any Approved Builder which purchases its lot directly from the Developer shall not be required to pay annual assessments to the Association but shall pay a flat fee of \$250.00 to the Association prior to commencement of any construction on a Parcel. The Association shall not collect any annual assessments for a Parcel until such Parcel is sold, however, if an Approved Builder converts a Parcel to a rental property, assessments to the Association will commence. Notwithstanding the above, after 24 months from the date of the original purchase of the lot by the Builder, the Builder shall begin to pay annual dues, or a pro-rated amount.

## ARTICLE VII ARCHITECTURAL CONTROL

**Section 1. Architectural Control.** Jackson Heights is subject to architectural and environmental review by the Jackson Heights Architectural Review Board (the "ARB") in accordance with this article and the Jackson Heights Planning, Construction and Development Criteria (the "Planning Criteria"). The ARB shall have exclusive jurisdiction over all original construction in Jackson Heights, including site work, landscaping, utility extensions, drainage improvements, paving, the construction of Residences, buildings, fences, walls, driveways, parking areas and all other physical or structural construction and improvements, and all subsequent reconstruction, modifications, additions, alterations and repairs, including the alteration of the exterior of any structure or improvement, and existing landscaping. No such construction, reconstruction, modification, addition, alteration or repair may be commenced or performed until the plans and specifications therefor (the "Proposed Plans") have been submitted to and approved in writing by the ARB. The Association may charge a reasonable fee for the ARB's review of Proposed Plans. Nothing in this article shall be construed to limit the right of an Owner to finish or alter the interior of the Owner's improvements without approval of the ARB.

**Section 2. Architectural Review Board.** The ARB shall consist of no less than three members who are not required to be Owners or occupants of Jackson Heights. A majority vote of the members of the ARB is required for a decision of the ARB, provided that a majority of the ARB may appoint one of its members to act on behalf of the entire ARB and the decisions of such appointee shall bind the ARB. The ARB may delegate (retaining the right to withdraw) some or all of the powers and duties of the ARB to separate committees, particularly when all or substantially all of the Residences have been constructed. Declarant shall have the right to appoint and remove members of the ARB during the Development Period, unless Declarant sooner waives this right. Thereafter, members of the ARB shall be elected and removed by the Board. Declarant may assign its power of appointment and removal to any person or entity, subject to such terms and conditions as Declarant may impose. Members of the ARB appointed

by Declarant shall receive no compensation from the Association. Unless the Board determines otherwise, members of the ARB elected by the Board shall serve without compensation.

**Section 3. The Planning Criteria.** The ARB shall promulgate the Planning Criteria which may include any matters deemed appropriate by the ARB, including the size and location of various types of Residences and buildings, the installation of utilities and drainage facilities, landscaping, fence design, and recreational improvements. The Planning Criteria may impose standards not contained in or more strict than the Governing Documents, if consistent with the general intent thereof and not in conflict therewith. Different Planning Criteria may be adopted and enforced for improvements in different portions of Jackson Heights. The burden shall be on the applicant to know and comply with the Planning Criteria.

**Section 4. Approval of Plans.** Proposed Plans shall show the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the proposed construction, and a plot plan showing the location of the proposed construction in relation to boundaries and adjacent improvements. One set of the Proposed Plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Whenever the ARB disapproves Proposed Plans, the disapproval shall state the reasons for such disapproval. The decision of the ARB shall be final and binding. Upon good cause, the ARB may extend the period for approval by fourteen (14) days upon written notification to the Owner, stating the reason for such extension. Failure of the ARB to respond in writing to the Proposed Plans or to extend the time for approval within thirty (30) days after receipt shall be deemed an approval thereof, provided that the Owner has satisfactory proof that the Proposed Plans were received by the ARB.

**Section 5. Disapproval.** Approval of the Proposed Plans may be withheld because of noncompliance with the Governing Documents or the Planning Criteria, or the reasonable dissatisfaction of the ARB with any of the following: the location of the proposed improvements; the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style or appropriateness of the proposed structures or altered structures, or the materials to be used therein; the topography or landscaping, including the planting, size, height and location of vegetation on the property; proposed fences or enclosures; or because of its reasonable dissatisfaction with any other matters or things which, in the judgment of the ARB, including purely aesthetic reasons, would render the proposed improvements inconsistent with the general intent of the Plan or the Planning Criteria or inharmonious with the existing or proposed development of Jackson Heights.

**Section 6. Adherence to Plans.** All construction shall adhere strictly to the plans submitted to and approved by the ARB. It shall be conclusively presumed that the location and exterior configuration of any Residence, building, structure or other improvement placed or constructed in accordance with the approved plans do not violate the Governing Documents or the Planning Criteria. If after plans have been approved, the improvements are altered, erected or maintained other than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB. After the expiration of one year from the date of completion of any improvement, addition or alteration, the same shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the Governing Documents and the Planning Criteria, unless a notice of noncompliance executed

by any member of the ARB is recorded in the real estate records, or legal proceedings shall have been instituted to compel compliance. The approval by the ARB of any plans shall not be deemed a waiver of its right to object to any of the features embodied therein which may be embodied in any subsequent plans submitted to it, nor shall its approval be construed to signify that the plans are structurally safe or that they conform to applicable building codes.

**Section 7. Variances.** The ARB may authorize variances from strict compliance with the architectural provisions of the Governing Documents and the Planning Criteria, including restrictions upon height, size or placement of structures, when circumstances such as topography, natural obstructions, or environmental considerations may require. If such variances are granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance is granted. The granting of a variance shall not operate to waive any of the provisions of the Governing Documents or the Planning Criteria for any purposes except with respect to the particular Parcel and the particular provision addressed by the variance, nor shall it affect in any way the Owner's obligation to comply with all laws affecting the use of the Owner's Parcel.

**Section 8. Waiver of Liability.** Declarant, the Association, and the ARB shall not be liable in damages to anyone submitting plans to the ARB, or to any Owner or occupant of Jackson Heights by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans, nor shall they be liable for any defects in any plans approved by the ARB, or for any structural or other defect in any work done according to such plans. Every person who submits plans for approval agrees, by submission of such plans, and every Owner and occupant of a Parcel agree, by acquiring title thereto or an interest therein, not to bring any action, proceeding or suit to recover any such damage. Approval of any Proposed Plans shall not be deemed a warranty, representation or covenant that such plans, or any action taken pursuant thereto or in reliance thereof, comply with applicable laws.

**Section 9. Term of Approval.** Approval of plans by the ARB shall be effective for a period of one year from the date the approval is granted, or one year from the expiration of the forty-five (45) day period specified in Section 4 where approval is not expressly granted or denied. If construction has not commenced within said one year period, the approval shall expire and no construction shall thereafter commence without further approval from the ARB.

**Section 10. Approved Builders; Disclaimer and Waiver.** The Architectural Guidelines may provide that only builders approved by the ARB (an "Approved Builder") may construct Improvements on a Parcel. The ARB may establish criteria and requirements for the approval of builders. However, any criteria and requirements established by ARB for a builder to qualify as an Approved Builder are for the protection and benefit of the ARB, the Board, the Association, and Declarant, and are not intended to, and shall not be construed to, benefit an Owner. The ARB, the Board, the Association, and Declarant make no representation, express or implied, to any Owner with regard to an Approved Builder, including, without limitation, the solvency or financial status of an Approved Builder, the performance (or the ability to perform) by an Approved Builder of their contractual obligations, or the compliance by an Approved Builder with building codes and other requirements, rules, laws and ordinances of federal, state and local

governmental and quasi-governmental bodies and agencies relating to the construction of Improvements and other activities engaged in by an Approved Builder.

## **ARTICLE VIII EXTERIOR MAINTENANCE**

**Section 1. Owners' Responsibility.** Except as otherwise provided herein below or in a Supplemental Declaration affecting an Owner's Parcel, each Owner shall maintain all landscaping and all improvements on the Owner's Parcel, including but not limited to the exterior of all structures, all utility lines and drainage facilities, and all other improvements located outside, aboveground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications therefor. The Association may provide such maintenance if the Owner fails to do so; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's Parcel, the Board, or a committee appointed by the Board, shall determine that the Parcel is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless the specified maintenance is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Parcel to cause such maintenance to be performed. The Association may: paint, repair, replace and care for exterior building surfaces, roofs, gutters and downspouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions unless caused by gross negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against applicable Parcel and Owner.

**Section 2. Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day.

## **ARTICLE IX INSURANCE AND FIRE PROTECTION**

**Section 1. Association Insurance.** The Association shall maintain public liability insurance covering the Common Property, Open Spaces, Recreational Facilities, if applicable, the Maintenance Areas, Declarant, the Association and the Members for all damage or injury caused by the negligence of Declarant, the Association, or any Member. The Association may maintain, if reasonably available, liability insurance for its directors and officers. The Association may also maintain hazard insurance for insurable property owned or maintained by the Association, and all other types of insurance coverage deemed appropriate by the Board. All insurance maintained by the Association shall be issued in such amounts and upon such terms

and conditions deemed appropriate by the Board. The Association shall also have the discretion to self-insure against any risk. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

**Section 2. Fire Protection.** The Owner of each Residence in Jackson Heights shall pay the subscription fee for fire protection when due to the fire department providing service to Jackson Heights.

## ARTICLE X DESTRUCTION OF RESIDENCES

**Section 1. Total Destruction.** In the event of the total destruction of a Residence, the Owner thereof shall promptly eliminate any unsafe condition and clear the Parcel of debris. The Owner may reconstruct the Residence, or may leave the Parcel in a clean, orderly and safe condition restored, as nearly as is reasonably possible, to its pre-construction condition. Reconstruction or restoration to pre-construction condition shall commence within a reasonable time, not to exceed ninety (90) days from the date of the destruction, unless such time is otherwise extended by the Board, and shall be diligently pursued until completed. Reconstruction shall be approved by the ARB and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ARB.

**Section 2. Partial Destruction.** In the event of partial destruction of a Residence, the Owner thereof shall promptly eliminate any unsafe condition and clear the Parcel of debris. Within a reasonable time, not to exceed thirty (30) days from the date of the destruction, repairs shall be commenced, and shall be diligently pursued until completed. The repairs shall be approved by the ARB and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ARB.

**Section 3. Failure to Comply.** The Association may eliminate any unsafe condition and clear a Parcel of debris as required by Section 1 or Section 2, if the Owner fails to do so; subject, however, to the following provisions. Prior to any work, the Board, or a committee appointed by the Board, shall determine that the Parcel requires specific work to comply with Section 1 or Section 2. Except in an emergency, prior to any work, the Board shall notify the Owner that unless the specified work is commenced within fifteen (15) days and thereafter diligently pursued to completion, the Association may cause the same to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the specified work, the Association may enter upon the Parcel to cause the specified work to be performed. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions unless caused by gross negligence or intentional wrongdoing. The cost of the specified work incurred by the Association under this section shall constitute an individual assessment against applicable Parcel and Owner.

**ARTICLE XI**  
**GENERAL PROVISIONS, USE RESTRICTIONS AND RULES**

**Section 1. Residential Use.** Except as otherwise expressly permitted in this Declaration, each Parcel shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Parcel or any part of Jackson Heights, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing on a Parcel may conduct such ancillary business activities within the Residence as long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Residence; (ii) the business activity does not involve Persons coming into Jackson Heights who do not reside in Jackson Heights or door to door solicitation of residents of Jackson Heights (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (iii) the business activity conforms to all zoning requirements for Jackson Heights; (iv) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (v) the business activity is consistent with the residential character of Jackson Heights and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of Jackson Heights, as may be determined in the sole discretion of the Board of Directors; (vi) the business activity does not result in a materially greater use of the Common Property facilities or Association services; and (vii) the business activity does not involve or relate to all or part of a Residence being used by the Owner or Occupant thereof for the provision of any babysitting or daycare services. Nothing herein shall be construed to prohibit an Owner or Occupant of a Residence from contracting with a babysitter, nurse, or other similar caregiver to provide services to a resident living in the Residence and needing such services.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Parcel by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section 1. In addition, notwithstanding the above, the Owner shall not be prohibited from offering his or her Residence for rent for a period of no more than 14 days in April of each year. Owners shall provide the Association with written notice of the short-term rental dates, number of Occupants, and contact information for the Occupants at least seven (7) days prior to any such short-term golf tournament related rental of the Owner’s Residence.

**Section 2. Leasing.** “Leasing” for the purposes of this Section, is defined as the regular, exclusive occupancy of a Parcel by any Person other than the Owner. Occupancy by a roommate of an Owner shall not constitute Leasing. The Association shall have the authority to limit rentals over a one (1) year period to fifteen percent (15%) of the Residences subject to this Declaration.

(a) **General.** Parcels may be leased only in their entirety, no fraction or portion of a Parcel or Parcels may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Parcels or assignment of leases without prior written Board approval. All leases must be for a term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within fourteen (14) days after executing a lease agreement for the lease of a Parcel, the Owner shall provide the Board with a copy of the lease agreement, contact information to include the name(s) of the lessee(s), email address and cell phone number(s) of the prospective lessee(s), and any pets of the prospective lessee(s). Any lease shall be limited to one family unit and the Owner shall also provide the Board with a background check on the prospective lessee(s). The Owner must provide the lessee copies of this Declaration. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

(b) **Occupants Bound.** All provisions of the Governing Documents adopted pursuant to this Declaration that govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of Parcels and guests and invitees or Occupants or Owners. The Owner shall be responsible for ensuring that the Occupant, and the guests, invitees, and licensees of the Owner or the Occupant strictly comply with all provisions of the Governing Documents adopted by the Board. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

(c) **Number of Occupants.** Except as otherwise expressly permitted in this Declaration, the maximum number of occupants in a Residence in Jackson Heights shall be limited to two (2) people per bedroom. "Occupancy" for purposes hereof, shall be defined as staying overnight in a Residence within Jackson Heights for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any one-year period. Upon written application, the Board shall grant variances to this restriction to comply with the provisions of the Fair Housing Acts or any amendments thereto. If any Owner of a Parcel is a corporation, partnership, trust, or other legal entity not being a natural person, the entity shall give prior notice to the Board of any guests who will be utilizing the entity's Residence by designating in writing to the Board the name(s) of the person(s) who will utilize the Residence. The designated person(s) to occupy the Residence may not be changed more frequently than once every six (6) months.

(d) **Compliance with Governing Documents.** Each Owner and lessee, by occupancy of a Parcel, covenants and agrees that any lease for a Parcel shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Parcel:

(i) The lessee shall comply with all provisions of the Governing Documents and shall control the conduct of all other Occupants and guests of the leased Parcel in order to ensure such compliance. The Owner shall cause all Occupants of his or her Parcel

to comply with this Declaration, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Parcel are fully liable and may be sanctioned for such violation, if the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice by the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Parcel. Any violation of the Governing Documents adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(ii) **Use of Common Property.** The Owner transfers to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including but not limited to the use of any and all recreational facilities.

**Section 3. Water and Sewage Facilities.** No individual water supply system or individual sewage disposal system shall be permitted in Jackson Heights unless approved by the ARB.

**Section 4. Landscaping.** Landscaping approved by the ARB shall be installed within thirty (30) days of occupancy or completion of the primary structure on a Parcel (as evidenced by a certificate of occupancy or satisfactory final inspection from the appropriate governmental agency), whichever occurs first. The ARB may, in its discretion, approve the delay of the installation of particular components of an approved landscaping plan in accordance with weather and seasonal concerns. The Planning Criteria may require that all landscaped and grassed areas on a Parcel be watered by an automatic underground sprinkler system. Any such requirement shall not apply to the Common Property or the Maintenance Areas, and the ARB may waive such requirement based upon landscaping materials, water consumption or other good cause.

**Section 5. Erosion Control.** Owner shall be responsible for maintaining reasonable control of erosion from the Owner's Parcel by the installation and maintenance of appropriate landscaping, grading, or such other erosion control methods as may be appropriate. Owner shall implement all necessary erosion control measures to be in compliance with federal, state and county laws and regulations.

**Section 6. Obnoxious or Offensive Activity.** No obnoxious or offensive activity shall be allowed in Jackson Heights, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants, occupants or guests, or which interferes with the peaceful possession and proper use and enjoyment of the properties in Jackson Heights, nor shall any improper, unsightly or offensive use be made of any Parcel or the Common Property, or any part thereof. Without limiting the foregoing, the use, enjoyment and occupancy of the properties in Jackson Heights shall not cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration,

intermittent beat, frequency or shrillness; smoke, dust, dirt or ash; unusual fire or explosive hazards; or vibrations. All applicable laws shall be observed in Jackson Heights.

**Section 7. Rules and Regulations.** The Board Rules may address such matters as vehicular traffic, the state of repair of vehicles, air conditioning units, signs, mailboxes, newspaper boxes, noisy mufflers, garbage and trash disposal, parking, gutters, pets, game and play structures, swimming pools, driveways, walkways, sight distances at intersections, and nuisances. The Board Rules may also augment or clarify the provisions of the Governing Documents.

**Section 8. Animals.** No animals, including reptiles and fowl, may be kept in Jackson Heights unless approved by the Board, except that dogs, cats, birds and fish commonly kept as household pets, may be kept Jackson Heights. Animals shall not be maintained or bred for any commercial purpose in Jackson Heights. All animals must be leashed or fenced when outside. Any animal which causes excessive annoyance or disturbs the tranquility or safety of Jackson Heights shall not be permitted to remain. The Board may adopt strict rules governing pets in Jackson Heights and may delegate its authority to approve pets to a committee appointed by the Board.

**Section 9. Garbage and Trash.** Owners shall promptly remove all garbage, rubbish and trash resulting from the use and occupancy of their Parcels. Until removed, all garbage, rubbish and trash in Jackson Heights shall be stored in covered or sealed sanitary containers. All such containers must be kept within a building, buried underground, or placed within an enclosed or screened area, and must be integrated into the building plan to make them as inconspicuous as possible. The Association may provide for the common removal of garbage, rubbish and trash from Jackson Heights, and include the cost thereof in the annual assessments.

**Section 10. Petroleum Tanks.** All petroleum storage tanks or receptacles shall be installed within an approved accessory building, within a screened area, or buried underground, and may not be visible from the street or any neighboring property.

**Section 11. Vehicles, Parking and Repair.** All trucks in excess of three-fourths (3/4) ton, commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, and other trailers must be parked or stored in a fully enclosed garage or an area not visible from the street or any neighboring property. This prohibition shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to vehicles used in connection with approved construction during the Development Period or thereafter. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to a Parcel for a continuous period in excess of forty-eight (48) hours, unless kept in an enclosure and not visible from the street or any neighboring property. The Board may promulgate additional rules regulating the use, repair, storage and parking of golf carts and other personal transportation devices, as well as other vehicles, watercraft and equipment in Jackson Heights. Such rules may include regulations specifically affecting golf carts or other types of personal transportation devices, including but not limited to banning them from Jackson Heights, requiring permits or licenses, regulating their color and appearance, and otherwise regulating or restricting their use within Jackson Heights.

**Section 12. Temporary Structures.** No building, structure or improvement may be erected, altered, placed or permitted to remain on any Parcel, unless approved by the ARB. No house trailer, mobile home, motor home, trailer, tent, shack, temporary structure, or other similar building, structure or vehicle may be used as a permanent or temporary dwelling in Jackson Heights. This section shall not apply to Declarant or builders, contractors, real estate brokers, lenders and utility companies approved by Declarant during the Development Period.

**Section 13. Signs.** No sign or advertisements of any kind may be erected or displayed to public view in Jackson Heights, unless approved by the ARB, except reasonable street numbers and name signs on individual Residences and one sign of not more than six square feet of surface area per side (two sides maximum) advertising a Parcel for sale or rent. The ARB may adopt rules governing the use of signs in W, including their size, height, location, design, color and text. The ARB may adopt and require the use of a uniform sign to advertise a Parcel for sale or rent. This section shall not apply to Declarant or builders, contractors, real estate brokers, lenders and utility companies approved by Declarant during the Development Period.

**Section 14. Air Conditioning Equipment.** Air conditioning equipment which is visible on the exterior of any improvement is not permitted unless approved by the ARB. Approval shall be based upon adequacy of screening of such equipment. The ARB may prohibit window air conditioning units or impose strict standards therefore.

**Section 15. Drainage Facilities.** No person other than Declarant, without the prior approval of the ARB, shall obstruct, alter or in any way modify or impede the efficient operation of the drainage methods or facilities utilized by Declarant or the Association on and over any Parcel, any Common Property, or any Maintenance Area.

**Section 16. Antennas.** To the greatest extent allowed by law, the ARB may adopt guidelines in the Planning Criteria banning or restricting the use and display of outside antennas, including television, radio, microwave or dish antennas.

**Section 17. Subdivision of Parcels.** Declarant may alter the dimensions of a Parcel owned by the Declarant prior to the initial sale of the Parcel to a third party; otherwise, no Parcel nor any of the Common Property may be subdivided without the approval of the ARB.

**Section 18. Completion of Construction.** After commencement of construction of any improvements in Jackson Heights, the Owner shall diligently prosecute the work thereon, so that the improvements shall not remain in a partially completed condition any longer than reasonably necessary. The Owner of the Parcel on which improvements are being constructed shall at all times keep all roads and streets contiguous to the Parcel free from dirt, mud, garbage, trash or other debris occasioned by such construction.

**Section 19. Excavation.** Clearing or excavation on a Parcel may occur only in connection with approved construction or maintenance of an improvement, and upon completion thereof, disturbed ground shall conform to the approved plans for landscaping of the Parcel.

**Section 20. Protective Screening.** Excluding Maintenance Areas, any protective screening constructed along exterior Parcel lines as a buffer to protect adjacent properties against noise, dust, privacy concerns, or other adverse conditions, shall be maintained by the Owner of such Parcel, including the repair and replacement thereof, as long as such buffer maybe necessary to protect the adjacent properties, as determined by the ARB.

**Section 21. Service Lines.** No service lines may be constructed, placed or maintained in Jackson Heights unless they are contained in underground conduit or cable or concealed in buildings or other approved improvements, provided that electrical transformers may be permitted if properly screened and approved by the ARB. The term "service lines" includes lines, wires and other devices for the transmission or communication of electric power and telephone and television signals on a Parcel or other property, but shall not include transmission lines which transmit the power or signals to the Parcel or property, and from which the service lines run, This section shall not prohibit the erection and use of temporary power or telephone service poles and lines incident to the construction of approved improvements.

**Section 22. Mailboxes.** The ARB shall approve all mailboxes and newspaper boxes in Jackson Heights. The ARB may adopt and require the use of uniform mailboxes and newspaper boxes in Jackson Heights or may require that all mailboxes and newspaper boxes in Jackson Heights be of a uniform design and construction.

**Section 23. Changes to Plan.** No Owner shall seek directly or indirectly to amend any aspect of the Plan in any manner which would affect any part of the land included in the Plan, including any change in permitted density of development, permitted land use, or stormwater requirements, without the written approval of Declarant during the Development Period, and thereafter without the approval of the Board.

**Section 24. Clotheslines.** Clotheslines are not permitted in Jackson Heights.

**Section 25. Play Structures and Yard Accessories.** Unless otherwise approved by the ARB, all basketball backboards and other fixed sports equipment shall be located at the side or rear of the Residence and within the building set back lines, and all play structures and yard accessories shall be located to the rear of the Residence and within the building set back lines. Any such equipment, structure or accessory exceeding six feet in height shall require the approval of the ARB. Screening of the structures or accessories may be required by the ARB.

**Section 26. Trees.** Living trees measuring six inches or more in diameter at three feet or more above ground level shall not be cut down or removed from Jackson Heights without approval of the ARB, unless the trees are located within six feet of a Residence or building or the proposed location thereof as approved by the ARB.

**Section 27. Garages.** The Planning Criteria may provide for different types, styles and sizes of garages in Jackson Heights, and may provide that garages are not necessary for certain portions of Jackson Heights. Garage doors which are visible from the street shall remain closed at all times except for reasonable periods of time when the Owner is actively engaged in an activity which reasonably requires access to the garage.

**Section 28. Fences.** No fence may be erected without prior ARB approval. Chain link fences are not permitted. The ARB may include fence guidelines in the Planning Criteria.

**Section 29. Security.** The Board may adopt rules governing the security and protection of Jackson Heights. The Association may provide security for Jackson Heights and include the cost thereof in the annual assessments.

**Section 30. Construction or Sales Offices and Signs.** Declarant and builders, contractors, real estate brokers, lenders and utility companies approved by Declarant, may maintain sales, administrative, construction and other offices, and signs and other promotional equipment and apparatus in Jackson Heights during the Development Period, and the same shall not be subject to assessment.

**Section 31. Management Agreements.** Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by Declarant, may not exceed one year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty (30) days' notice to the other party.

**Section 32. No Additional Covenants.** No Owner shall impose any additional covenants, conditions or restrictions on any property in Jackson Heights, without the written approval of Declarant, during the Development Period, and thereafter without the approval of the Board.

**Section 33. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon an officer or director in connection with any action, suit or other proceeding (including settlement if approved by the current Board) to which the officer or director 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 mistakes of judgment, negligent or otherwise, but shall be liable only for their own individual willful misfeasance, malfeasance, misconduct and 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 Owners), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such 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 34. Bodies of Water.** If any are present, the Board may regulate the use of the rivers, streams, lakes, ponds, lagoons and other bodies of water adjoining or within Jackson Heights. The Board may limit or prohibit the operation of boats along or within Jackson Heights and may regulate the types of engines which may be used to power boats.

**Section 35. Flags.**

(a) No flags may be erected or displayed on a Lot without the prior written consent of the Board except as provided herein.

(b) Notwithstanding anything to the contrary in this Declaration, an Owner may display one (1) national flag of the United States not exceeding twelve (12) square feet in size on a flag holder located on each Lot. No flag shall be displayed in a manner inconsistent with any provision of the Freedom to Display the American Flag Act of 2005, or any other applicable Legal Requirements. No approval shall be required to display the flag of the United States of America and the current flag of the State of South Carolina. on the Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice.

(c) Free standing flag poles are prohibited.

(d) Not more than one (1) temporary garden type flag, being no more than eighteen inches (18") in height and Twelve inches (12") in length, is permitted on a Lot or Residence. Provided however, that said garden flag must be displayed within ten feet of the residence.

By taking title to a Lot, all Owners agree and acknowledge that the Board, on behalf of the Association, has a substantial interest in protecting the aesthetic appearance of the land subject to these covenants, and therefore may adopt additional reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States.

## **ARTICLE XII ENFORCEMENT**

**Section 1. Violations.** The Governing Documents and the Rules shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner's tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefor. Declarant, the Association, any member of the ARB, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations, easements, liens, charges and other provisions now or hereafter imposed by the Governing Documents or the Rules, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

**Section 2. Architectural Requirements.** If an Owner fails to comply with any architectural or environmental requirement of the Governing Documents, the Planning Criteria, or the decisions of the ARB, notice of the violation shall be sent to the Owner allowing the Owner thirty (30) days to cure the violation. If the Owner fails to cure the violation, Declarant and the Association may each enter upon the Owner's Parcel, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and charge the cost thereof to the Owner. Declarant and the Association shall not be liable to the Owner or any other person or entity for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 1.

**Section 3. Costs of Enforcement.** Any violator under Section 1 or Section 2 shall be liable for all costs reasonably and actually incurred by any authorized person or entity prosecuting a violation of the Governing Documents or the Rules or correcting a violation of an architectural or environmental requirement. Such costs include writing delinquency and demand letters, court costs, and attorneys' fees, including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Parcel and Owner and may be enforced in accordance with Section 4 hereunder.

**Section 4. Nonpayment of Assessments.** An assessment levied against a Parcel by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within thirty (30) days after the date due, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgments then in effect in the State of Georgia and shall be subject to reasonable late charges established by the Board. The delinquent assessment, together with interest, late charges, and all costs of collection reasonably and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Parcel pursuant to Article VI, Section 1, Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and attorneys' fees, including appeals. Such costs may be recovered regardless of whether suit is filed. The Association may institute legal action to foreclose the assessment lien against the Parcel or to collect against the Owner personally obligated to pay the assessment, or both.

**Section 5. Sanctions.** The Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments to the Association may impose other sanctions against such Owner, except that fines may not be imposed for delinquent assessments. For all other violations of the Governing Documents or the Rules, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner's right to vote in the Association, and loss of use and enjoyment of the Common Property.

**Section 6. Remedies Cumulative.** The remedies provided by this article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to Declarant, the Association, the ARB, and the Owners now or hereafter provided by the Governing Documents, by law, or otherwise.

**Section 7. Exemptions and Immunity.** When Declarant, the Association, or the ARB is granted a right or an exemption by the Governing Documents, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons and entities acting on its behalf, for its benefit, or at its direction, including its directors, officers, committees, members, managers, contractors, agents, employees, successors and assigns.

**ARTICLE XIII  
COVENANTS AND RULES COMMITTEE**

**Section 1. The CRC.** Until the Declarant turns the Homeowners Association over to the Homeowners, the Covenants and Rules Committee (the "CRC") will be the ARB. Notwithstanding, the Declarant may at any time appoint a Board. The Board shall appoint a CRC which shall serve as the hearing tribunal of the Association for alleged violations of the Governing Documents and the Rules. The CRC shall consist of at least three and not more than seven members and may include members of the ARB and persons who are not Owners or occupants of Jackson Heights.

**Section 2. Hearing Procedure.** The Board shall not levy a fine, suspend voting, or impose any other sanctions against an Owner or other person for a violation of the Governing Documents or the Rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be sent to the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period which, except in emergency situations, shall be not less than ten days during which the violation may be abated without sanctions if the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanctions if the violation is not continuing.

(b) **Notices.** At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall notify the alleged violator of a proposed hearing to be held by the CRC. The notice shall be sent at least ten days prior to the proposed hearing and shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing; (iii) an invitation to attend the hearing and produce evidence and witnesses; (iv) the possible sanctions which may be imposed; (v) that the hearing may not be held unless, within seven days of receipt of the notice, the alleged violator requests that the hearing be held; (vi) that the hearing will be held in executive session unless the alleged violator requests a public hearing within the same seven-day period; and (vii) that, if a hearing is not requested, the CRC may nonetheless hold the hearing or make its recommendation to the Board based upon the information reasonably available to the CRC without a hearing.

(c) **Hearings.** A hearing shall afford the alleged violator and any other interested person a reasonable opportunity to be heard. The alleged violator may be represented by counsel, and the hearing may be audio or video recorded subject to any applicable Board Rules. The Board may prohibit video recording. Proof of notice of the hearing shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered or sent the notice. The notice requirement shall be deemed satisfied if the alleged violator requests or attends the hearing. The minutes of the hearing shall contain a summary the evidence.

(d) **Decisions of CRC.** After a hearing, or if no hearing is timely requested or held, the CRC shall determine whether there is sufficient evidence of a violation. If the CRC

finds insufficient evidence, it shall terminate the proceedings. If the CRC determines that there is sufficient evidence, it may recommend sanctions to the Board, which may include a fine for each violation and the amount of such fines, and any other remedy or penalty deemed appropriate by the CRC. The findings and recommendations of the CRC shall be sent to the alleged violator and recorded in the minutes of the CRC.

(e) **Sanctions.** If the CRC recommends that the Board levy a fine or impose other sanctions, the Board may, at a regular or called meeting, receive additional evidence or arguments with regard to the violation and the recommended sanctions, and may either approve, reduce or waive the sanctions, but may not increase the amount of any fine or impose sanctions different or more severe than recommended by the CRC, except as provided in Subsection (f).

(f) **Appeals.** After a decision of the CRC, the violator may appeal the decision and recommended sanctions to the Board by notice to the Board received within ten days after notice of the decision was sent to the violator. If an appeal is filed, or if the Board wishes to consider an increase in the amount of a fine or the imposition of sanctions different or more severe than recommended by the CRC, the Board shall hold a hearing with at least ten days' notice to the violator. The notice shall contain: (i) the time and place of the hearing; (ii) an invitation to attend the hearing and produce evidence and witnesses; (iii) the possible sanctions which may be imposed; and (iv) that the hearing will be held in executive session unless the violator requests a public hearing. The hearing shall afford the alleged violator and any other interested person a reasonable opportunity to be heard. The alleged violator may be represented by counsel, and the hearing may be audio or video recorded subject to any applicable Board Rules. The Board may prohibit video recording. The decision of the Board shall be final and shall be sent to the violator.

(g) **Fines.** The CRC may recommend, and the Board may impose fines as follows: (i) for the first non-compliance or violation: a fine not in excess of One Hundred Dollars (\$ 100.00) for a single violation or Twenty-five Dollars (\$25.00) per day for a continuing violation; (ii) for the second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00) for a single violation or Fifty Dollars (\$50.00) per day for a continuing violation; (iii) for the third and subsequent non-compliance or violation: a fine not in excess of One Thousand Dollars (\$ 1,000.00) for a single violation or One Hundred Dollars (\$100.00) per day for a continuing violation. The Board may increase the maximum fines authorized by this subsection in accordance with increases in a recognized index which evaluates the cost of living or other data deemed appropriate by the Board.

(h) **Individual Assessment; Payment.** A fine shall constitute an individual assessment against the applicable Parcel and Owner and shall be paid within thirty (30) days after notice to the violator of imposition or decision after appeal, whichever is later.

#### **ARTICLE XIV AMENDMENTS**

**Section 1. Amendments by Owners.** This Declaration may be amended in accordance with this article. Owners holding at least two-thirds (2/3) of the votes in the Association may

amend any provision hereof by the execution of a written instrument in recordable form containing the amendment or by the adoption of a resolution. The amendment shall be effective when the written instrument or the certified copy of the resolution is recorded in the real estate records. During the Development Period, any amendment under this section shall require the written approval of Declarant. A proposed amendment by resolution may be initiated by Declarant, the Association, or by petition signed by fifteen percent (15%) of the Owners. A copy of the proposed amendment shall be sent to each Owner at least thirty (30) days but not more than ninety (90) days prior to a meeting of the membership called to consider the proposed amendment. If adopted by vote, the affirmative vote required for adoption is two thirds (2/3) of the votes of the Owners. Owners not present in person or by proxy at the meeting may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Board prior to or at the meeting. If the amendment is approved, a certified copy of the resolution shall be recorded in the real estate records. The certification shall include a statement that proper notice was given as above set forth. Such statement shall be conclusive as to all parties, and all persons may rely thereon.

**Section 2. Amendments by Declarant.** During the Development Period, Declarant reserves and shall have the sole right, without vote or approval of any Owner or Mortgagee: (a) to amend the Governing Documents (i) to cure any ambiguity or inconsistency in the Governing Documents or between any of such documents, (ii) to comply with the request of any Mortgagee within two years from the date hereof, or (iii) in any other manner which does not adversely affect the substantive rights of an existing Owner or Mortgagee; (b) to annex additional land and impose additional covenants, conditions and restrictions thereon pursuant to Article II; and (c) to include in any contract, deed or other instrument any additional covenants, conditions and restrictions applicable to any Parcel which do not lower the standards of the Governing Documents. During the Development Period, the Declarant may waive violations of the Governing Documents, if Declarant determines such violations to be minor or insubstantial. During the Development Period, Declarant may, upon the approval of the Association, amend the Governing Documents to remove the designation of property as Common Property, Open Space, a Maintenance Area, a Buffer Area, a Landscape Area, a Natural Area, or to remove a Landscape Easement. In the event such designation appears upon a recorded plat of Jackson Heights, Declarant shall cause an amended plat to be recorded showing such change of designation.

**Section 3. Declarant's Protection.** Notwithstanding any other provision herein, during the Development Period, no provision of the Governing Documents, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of Declarant, which directly or indirectly, by its provisions or in practical application, does any of the following:

(a) Repeals or amends any provision of this Declaration directly applicable to Declarant, including but not limited to the following: Property Subject to Declaration; Election of Board; Declarant's Veto Power; Easements Reserved to Declarant; Declarant's Exemption from Assessments; Architectural Control; Changes to Plan; Construction Offices and Signs; No Additional Covenants; Amendments; or any other provision specifically applicable to the Development Period or Sales.

(b) Relates exclusively or primarily to Declarant, or which relates to Declarant in a manner different from the manner in which it relates to other Owners; repeals or amends any of the definitions herein in a manner which would alter Declarant's rights or status; repeals or amends the rights of membership in the Association, or the rights of Declarant as a Member of the Association; repeals or amends any recorded or written agreement with any public or quasi-public agency, utility company, political subdivision, public authority, or other similar agency or body, respecting zoning, streets, roads, drives, easements, utilities, facilities or services in Jackson Heights; denies the right of Declarant to convey Common Property to the Association; or repeals or amends the manner of assessment applicable to Declarant or any land owned by Declarant.

## ARTICLE XV TERM AND SEVERABILITY

**Section 1. Term.** This Declaration shall run with and bind Jackson Heights and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements herein and all affirmative obligations of the Owners herein, including the obligation to pay assessments, shall run with and bind Jackson Heights, and shall be and remain in effect perpetually to the extent permitted by law. All covenants herein restricting Jackson Heights to certain uses shall run with and bind Jackson Heights for a period of twenty (20) years from the date hereof and shall be renewed automatically and perpetually for successive periods of twenty (20) years each, unless terminated by at least fifty-one percent (51%) of the Owners in accordance with applicable law. This Declaration may be terminated at any time within the initial twenty (20) year period by recording an instrument signed by Declarant and eighty percent (80%) of the Owners or by the Declarant if still within the Development period.

**Section 2. Severability.** The invalidity of any provision of this Declaration 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. Perpetuities.** If any of the 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 descendants of those persons named in the Articles as the initial directors of the Association. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

## ARTICLE XVI MISCELLANEOUS PROVISIONS

**Section 1. Notices.** Any notice required or permitted herein shall be in writing and may be sent to the last known address of the person or entity as shown on the records of the Association by United States first class mail. Such mailing shall be deemed adequate notice. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. In an emergency, any type or method of notice may be used which is reasonable under the circumstances. This section does not apply to the notice requirements of Article III, Section 6 (a) and (c).

**Section 2. Interpretation and Construction.** All provisions of the Governing Documents shall be construed together and given that interpretation or construction which will best affect the intent of the general plan of development of Jackson Heights. The enumeration herein of permitted or prohibited activities or conduct (including the failure to act) is intended to explain or illustrate the application of the provisions hereof and shall not be construed to limit or restrict their application. The Governing Documents shall be liberally interpreted, and if necessary, they shall be extended or enlarged by implication to make them fully effective.

**Section 3. Document Conflicts.** In the event of a conflict between the Governing Documents and the Articles, the Bylaws, the Board Rules or the Planning Criteria, the Governing Documents shall prevail. In the event of a conflict between the Board Rules and the Planning Criteria, the Planning Criteria shall prevail.

**Section 4. Headings.** The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

**Section 5. Number and Gender.** Reference to the singular number shall include the plural, and any reference to the plural shall include the singular, as indicated by the context. Reference to any gender shall include all genders.

IN WITNESS WHEREOF, Declarant, Owner and the Community Association have caused this Declaration to be executed and sealed by their duly authorized members, as of the 5<sup>th</sup> day of May, 2021.

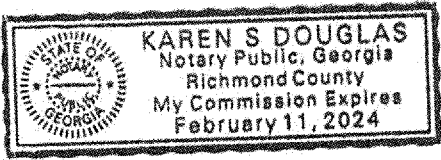
Declarant:

*Jennifer Samuelson*  
Witness

JACKSON HEIGHTS, LLC

*Karen S Douglas*  
Notary

By: *[Signature]*  
Michael D. Polatty  
Its: Manager

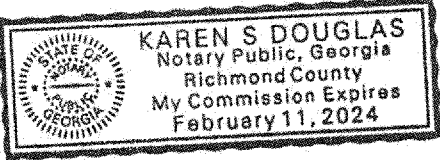


HOA:  
JACKSON HEIGHTS COMMUNITY ASSOCIATION, INC.

*Jennifer Samuelson*  
Witness

By: *[Signature]*  
Michael D. Polatty  
Its: President

*Karen S Douglas*  
Notary



**EXHIBIT A**

**Legal Description**

ALL that tract or parcel of land, with improvements thereon, situate, lying and being in Columbia County, Georgia containing 39.86 acres, more or less, and consisting of 95 lots, and designated as Jackson Heights Phase I, as shown on a plat prepared by H&C Surveying, Inc. dated March 15, 2021 and recorded in the Office of the Clerk of Superior Court of Columbia County in Book E2021, Pages 396-400. Reference being made to said Plat for a more complete and accurate description as to metes, bounds, courses, locations and distances of said property.

Said property includes but is not limited to the 95 lots described on said plat as Lots 1-9, 41-108, and 125-142. Also included are Parcels 2, 3, 4, 5, 6, 7 and 8 consisting of a total of 2.61 acres which is intended to be dedicated to the Jackson Heights Homeowners Association, Inc.