

YELTON FARMS

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

Prepared By:

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DECLARATION

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COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made by KWB Properties I, LLC, a Georgia limited liability company, hereinafter referred to as "**Declarant**".

WHEREAS, Declarant is the owner of the real property with improvements thereon lying and being in Columbia County, Georgia (the "Property"), which Property is more particularly described on Exhibit A attached hereto; and

WHEREAS, Declarant intends for said Property to be developed into the community to be known as YELTON FARMS (hereinafter referred to as the "Community"), the residential Parcels of which (hereinafter referred to as "Parcels"), shall be improved into single-family dwellings; and

WHEREAS, Declarant deems it desirable to protect the owners of the Parcels within the Property (hereinafter referred to as "Owners" or "Parcel Owners") against improper development and use of the Parcels which would impair or depreciate the value thereof;

WHEREAS, Declarant desires to provide and maintain adequate setbacks, use restrictions, size restrictions and architectural design control in order to achieve the best use of the Property;

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements and agreements hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent Parcel Owners and which shall inure to the benefit of and run with title to the Property;

WHEREAS, it is to the interest, benefit and advantage of the Declarant and each and every person who shall hereafter purchase a Parcel in the Community, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations and servitudes to be imposed upon said Property, and the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the benefits to be derived by the Declarant and each and every subsequent owner of any of the Parcels of said Community, hereby declares that the Property is subject to this Declaration, and the Property shall be held, transferred, sold, conveyed, used occupied and encumbered subject to this Declaration and subject to the covenants, restrictions, easements and agreements hereinafter set forth. Every grantee or beneficiary of any interest in any portion of the Property, by acceptance of a deed, lease or other conveyance or transfer of such interest, by operation of law or otherwise, whether or not

it shall be so expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereto, shall take title to the Parcels subject to the terms and conditions of this Declaration and shall be deemed to have assented to the terms and conditions hereof.

ARTICLE I DEFINITIONS

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

Section 1. Declarant. "Declarant" means KWB Properties I, LLC. 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 passed by operation of law.

Section 2. Yelton Farms. "Yelton Farms" is a subdivision located off the western side of Ray Owens Road 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. "ARB " means the Yelton Farms Architectural Review Board, the governing body having exclusive jurisdiction over all construction in Yelton Farms.

Section 5. Documents. "**Declaration**" means this Yelton Farms 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.

Section 6. 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 Yelton Farms and which is subject to this Declaration, excluding property owned by governmental agencies and utility companies. "**Residence**" means a dwelling in Yelton Farms designed for single family residential occupancy.

Section 7. Owners. "**Owner**" means the owner, whether one or more persons or entities of a Parcel in Yelton Farms. When a Parcel is owned by more than one person or entity, all such persons and entities, collectively, are deemed to be one Owner. 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 Yelton Farms. A Mortgagee is not an Owner simply by holding a security interest in a Parcel. 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 8. 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 Yelton Farms. "Real estate records" are the real estate records of the Clerk of Superior Court of Columbia County, Georgia.

Section 9. Recorded Plat. "Recorded Plat" shall mean that certain plat of Yelton Farms prepared by H & C Surveying, Inc., dated _____, 2022, and recorded in the real estate records of the Clerk of the Superior Court of Columbia County, Georgia in Book _____, Page _____.

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 Yelton Farms, 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. 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.

ARTICLE III EASEMENTS

Section 1. General Easements Reserved to Declarant. Declarant hereby reserves the following easements, rights and privileges in, through, over, upon and under the Property during the Development Period:

(a) easements to connect with, make use of, construct and maintain utilities, drainage facilities, services and materials within the Property, or within or along the adjacent roads and streets, which are beneficial for the completion, marketing, use and enjoyment of Yelton Farms, 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 Yelton Farms; and

(a) such other easements and rights as may be reasonably necessary to develop Yelton Farms 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.

Section 2. Recorded Plats. The properties in Yelton Farms are subject to the drainage and utility easements and other matters shown on the Recorded Plat of Yelton Farms. 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 3. Utility Easement. The Declarant reserves unto itself, a perpetual, alienable, non-exclusive and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television and telephone poles, street lights, wire, cables, conduits, drainage ways, community entrance signs, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, drainage or other public conveniences or utilities on, in or over the rear ten feet (10') of each Parcel and the five feet (5') inside of each side Parcel boundary line and the ten feet (10') on the front boundary line of each Parcel, as may be shown on the subdivision plat. In the event of the re-subdivision or the altering of any Parcel, these easements shall apply to the Parcel(s) as altered or re-subdivided. Where a larger easement is shown on any recorded plat or other recorded document, the larger easement will apply instead of the easement herein reserved. These easements expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility, service, fence or hedge.

Section 4. 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, other than the Declarant shall maintain any action for the removal of the encroachment or for damages resulting therefrom.

Section 5. Cooperation. All easements and rights granted in this Declaration and the use thereof, shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of the Owner in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, in the event that an Owner limits access to its respective Parcel, such Owner shall provide the other Owner having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

Section 6. Damages Resulting from the Exercise of Easement Rights. Rights exercised pursuant to the exercise of the easement rights granted in this Article shall be exercised with a minimum interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing such damage at such Person's sole expense. Notwithstanding anything to the contrary stated herein, damages caused by the exercise of the rights granted in this Article, including but not limited to, reasonable attorney's fees actually incurred, shall be paid by the responsible Owner, provided that the guest of an Owner causing such expense shall be jointly and severally liable with such Owner.

Section 7. 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 IV RESIDENTIAL USE, BUILDING AND LOCATION OF STRUCTURES

Section 1. Use and Size of Structures. All the above-described Parcels, and all improvements thereon, shall be used only for residential purposes for the erection of one, detached single-family dwelling, which improvements must be approved in advance by the Architectural Review Board ("ARB"). In approving any structure, the ARB, as hereafter described, shall require that the top stories of such structure be constructed in accordance with normal design practices and the top floor area not be proportionally smaller than is customary in residences of its type. The ARB, recognizing that the quantity of square feet does not alone necessarily determine design and construction quality or monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence, but recognizes that homes with minimum square footage in the range of 2,500 square feet of habitable and heated living space, exclusive of any open porches or garages, are desirable. It is the intention, rather, of the Declarant that the sole criteria governing the nature of such improvements to be constructed in the Community shall be

those of good taste, high quality, both as to workmanship and materials, and harmony and suitability or such improvements to their environment and surroundings. Any attached or detached shed, garage or outbuilding shall be approved by the ARB prior to the commencement of construction.

Section 2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shed, garage, barn or detached outbuilding shall be used for sleeping quarters, except that guest quarters may be provided as a part of or accessory to a main residential building and shall conform to the main residential building in exterior design and quality. This provision shall not prohibit the permanent conversion of a garage into sleeping quarters, if the garage is attached to and incorporated as part of the main residential building.

Section 3. Altering Parcel Boundaries. No Parcel shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Declarant or the ARB (as defined below). However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat and change the boundary lines or subdivide any Parcel or Parcels; and to take such other steps as are reasonably necessary to make such re-platted Parcel suitable and fit as a building site, including but not limited to the relocation of easements, walkways, rights-of-way, and other amenities.

Section 4. Location of Buildings on Parcel. The location of any structures to be erected on any Parcel in the Community must be approved by the ARB. It is the intention of the Declarant that the ARB allow the construction of structures to be erected on any Parcel in the Community in such a location on each Parcel as will more fully enhance the natural harmony and aesthetic appeal of the Community. The ARB shall be vested with full discretion as to the location of such structures, as set forth in Article VIII hereof. No building of any kind or character shall be erected within one hundred feet (100') of the front Parcel line, nor within ten feet (10') of any side Parcel line, nor within twenty-five feet (25') of the rear property line of any Parcel, nor within any buffer zone or easement area as shown on the recorded final plat for the Community without the prior written approval of the ARB. Should the Recorded Plat, be inconsistent with the minimum building lines declared herein or approved by the ARB, this Declaration or the decision of the ARB shall control over the Recorded Plat. All sheds, garages and outbuildings shall observe the same setbacks set forth in this section. If any of the aforementioned Parcels is subdivided or enlarged pursuant to the provisions of Paragraph 3 of Article IV hereof, rear and sideline restrictions shall be applicable only to the rear and side lines of the Parcel as altered or re-subdivided.

Section 5. Zoning Restrictions. Zoning ordinances, restrictions and regulation of Columbia County, Georgia, as applicable, and their various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

Section 6. Exterior Walls of Improvements. The exterior walls of any improvements constructed on any Parcel shall be brick, stone, wood, hardy board or other similar materials or a combination of any such materials and must be approved by the Architectural Review Board prior to construction. No vinyl siding or other vinyl material shall be used on any improvements on any

Parcel except for the fascia or soffit.

Section 7. Garages. All single-family dwellings on any Parcel shall include a minimum of a two-car garage with a minimum size of four hundred (400) square feet. All garages must be side entry and the garage doors shall not face the street on which the Parcel sits.

Section 8. Driveways. All Parcels shall within Yelton Farms shall have shared driveways and the Owners of each Parcel shall enter into and execute Joint Driveway Easement Agreements. Each driveway (including, without limitation, its location) must be approved by the Architectural Review Board prior to construction. Driveways may be constructed of asphalt, concrete or crush and run.

ARTICLE V ARCHITECTURAL REVIEW BOARD

Section 1. General; Submission of Plans; etc. An Architectural Review Board (hereinafter referred to as "ARB") has been duly set up and appointed by the Declarant to exercise such jurisdiction and functions with respect to all Parcels in the Community and such as may now or hereafter by amendment be additionally bestowed upon it by the terms of this Declaration. Plans, specifications, site plans or such information as the ARB deems appropriate for all proposed improvements and landscaping upon all Parcels must be submitted in writing to the ARB, which is hereby vested with the full power and authority to approve or disapprove the same in whole or in part or require the modification of the same as it may, in its discretion, deem proper. No construction or improvements of any kind may be undertaken without its prior written approval.

Section 2. 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 shall contain a detailed landscape plan and a plot plan showing the location of the proposed construction in relation to boundaries and adjacent improvements. Two sets of the proposed plans shall be submitted to the ARB by the Owner prior to applying for a building permit. One copy of the plans shall become the property of the ARB. Proposed plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Approval or disapproval shall be in writing and shall be sent to the Owner, together with the other copy of the plans. 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 3. Disapproval. Approval of the proposed plans may be withheld because of noncompliance with the Governing Documents 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 inharmonious with the existing or proposed development of Yelton Farms.

Section 4. Implied Approval without Action. The ARB's approval or disapproval as required in these covenants shall be in writing. In the event the ARB, or its designated representatives, fails to approve or disapprove proposed improvements or deviations from these covenants within sixty (60) days after receipt of the plans and specifications submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval will not be required and the related proposal or deviation from these covenants shall be deemed to have impliedly approved.

Section 5. 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. 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 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 6. Variances. The ARB may authorize variances from strict compliance with the architectural provisions of the Governing Documents 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 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 7. Waiver of Liability. Declarant and the ARB shall not be liable in damages to anyone submitting plans to the ARB, or to any Owner or occupant of Yelton Farms 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 8. Term of Approval. Approval of plans by the ARB shall be effective for a period of eight (8) months from the date the approval is granted, or eight (8) months 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 eight-month period, the approval shall expire, and no construction shall thereafter commence without further approval from the ARB.

Section 9. Conforming with Building Codes. All improvements upon the Property and the Parcels shall be constructed in conformity with the building and drainage codes of Columbia County, Georgia, which now or hereafter exist, or in the absence of such codes, then in conformity with the Southern Standard Building Code.

Section 10. Completion of Construction. Construction of the exterior of all buildings or other structures on any Parcel must commence within one (1) year after the Parcel is sold by Declarant. Construction of the exterior of all buildings or other structures must be completed no later than one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency or natural calamity.

Section 11. Fences, Hedges and Trees. No fence, hedge, wall, shrub, bush, tree or similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any Parcel or area if the location of such structure obstructs the vision of motorists on any adjacent street or lane and creates a traffic hazard. No fence, wall, hedge or similar structure on any Parcel shall be constructed or maintained which is more than six feet (6') in height or higher than that allowed by ordinance currently enforced by Columbia County, Georgia, whichever is less, and which is nearer the street boundary line of the Parcel than the rear line of the main residential building as extended to the side Parcel Lines. Nevertheless, low decorative walls or hedges may be erected beyond the rear line of the main residential structure with the prior written approval of the ARB. A fence shall not be erected unless the owner of the Parcel upon which the said fence is to be erected receives the prior, written approval of the ARB. Under no circumstances will standard, chain-link fencing be allowed. The Declarant or the ARB shall establish the design and specifications of the fence for said Parcel Owners, subject to the right of the Declarant or the ARB to modify such design and specification in its sole discretion at any time and from time to time because of the influence or effect of topography, availability or quality of building materials, Parcel or overall development aesthetics, safety, and other such considerations. The cutting of any trees exceeding six inches (6") in diameter beyond twenty feet (20') away from the main residential structure must be approved in writing by the ARB prior to cutting the tree(s). Each owner shall leave the back twenty-five feet (25') of each lot undisturbed for it to be a buffer.

Section 12. Membership in the ARB. The ARB shall be initially composed of Keith Blaschke and two (2) additional individuals appointed by Keith Blaschke. A majority of the ARB may designate a representative to act for them. In the event of death or resignation of any member of the ARB, the succeeding member of the ARB shall be designated by unanimous consensus of the remaining members of the ARB. Neither the members of the ARB, nor their designated

representatives, shall be entitled to any compensation for services performed pursuant to these covenants. At any time after the sale by the Declarant of 100% of the Parcels shown on the Recorded Plat of the Community, the Declarant may, but need not, transfer control of the ARB to the Parcel owners through a duly recorded written instrument. Upon a transfer of control of the ARB to the Parcel owners, the ARB shall consist of three (3) members who shall be appointed by a majority of the Parcel owners on an annual basis. If there is no reappointment, then the members shall serve until a replacement is appointed.

ARTICLE VI 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.

ARTICLE VII LAND USE RESTRICTIONS; GENERAL PROVISIONS

Section 1. Water and Sewage Facilities. Each Parcel in Yelton Farms shall be served by individual wells and on-site septic tanks and all maintenance shall be the responsibility of the Owner of the Parcel.

Section 2. 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 ARB may waive such requirement based upon landscaping materials, water consumption or other good cause.

Section 3. 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.

Section 4. Trees. Living trees measuring six inches (6") or more in diameter and four feet (4') above the ground level shall not be cut down or removed from Yelton Farms without approval of the ARB. The ARB shall impose fines on any Parcel Owner for any landscape deviations and/or cutting of any trees not approved by the ARB.

Section 5. Fences. No fence may be erected without prior ARB approval. No fence shall be constructed or maintained which is more than five feet (6') in height, and it may not be closer to the road than is the back rear two corners of the house.

Section 6. Rules and Regulations. The Governing Documents 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.

Section 7. 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. There shall be no mass grading of the Parcels located in Yelton Farms.

Section 8. 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 Yelton Farms. 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 9. Animals. No poultry, swine, cows, goats, horses, mules, chickens, roosters or other farm animals or fowls or bait farms shall be maintained on any Parcel. No more than four (4) domestic pets, including, but not limited to, cats and dogs, may be kept on any Parcel, except with the prior, written permission of the ARB.

Section 10. Vegetable Gardens; Yard Art. No vegetable garden may be planted on a Parcel except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side Parcel lines. Likewise, no yard art or lawn ornaments may be placed on a Parcel except in the rear yard so that they are not visible from any street or adjacent Parcel.

Section 11. Screened Areas for Unsightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, clotheslines or other unsightly objects may be maintained except in screened areas which conceal them from view from streets and adjacent portions of the subject land. Plans for such screened areas delineating the design, size, appearance and location must be approved by the ARB prior to their construction.

Section 12. 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 Yelton Farms 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.

Section 13. Commercial Vehicles, Trailers, Motor Homes, Etc. Commercial vehicles, campers, motorcycles, motorbikes, motor homes, commercial vans, trailers, commercial trucks, boats and boat trailers not over twenty-five feet (25') in length may be kept on a Parcel if parked in a closed garage at all times or in the rear yard so that they are not visible from any street or

adjacent Parcel.

Section 14. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Parcel. No permanent type of sports equipment shall be located on any Parcel where such equipment would be visible from any street without the prior written approval of the ARB.

Section 15. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Parcel nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Community residents. There shall not be maintained on any Parcel any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of the Community.

Section 16. Antennae or Satellite Dishes. No antennae, satellite dish or similar type of electromagnetic frequency receiver that is larger than twenty inches (20") in diameter shall be installed or maintained upon any Parcel or improvement without the prior, written consent of the ARB. Any antennae, satellite dish or similar type of electromagnetic frequency receiver installed on any Parcel or improvement must be attached to a building and shall be installed and maintained in such a manner as to be screened from sight from any street and any adjacent Parcel.

Section 17. Maintenance. Maintenance and repair of a Parcel, together with all portions of the single-family dwelling unit, and other improvements thereon shall be the responsibility of the Owner of such Parcel. The responsibility of each Owner shall include maintenance, repair and replacement of the roof, all fixtures, equipment and appliances (including, without limitation, the heating and air conditioning system) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of his/her Parcel. The responsibility of the Owner shall also include the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screened or glass-enclosed porches, balconies, or decks which are part of the single-family dwelling unit.

ARTICLE VIII 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.

ARTICLE IX ENFORCEMENT

Section 1. Violations. The Governing Documents 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, 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, 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, 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 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 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 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.

Section 4. 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 ARB, and the Owners now or hereafter provided by the Governing Documents, by law, or otherwise.

Section 5. Exemptions and Immunity. When Declarant 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 X COVENANTS AND RULES COMMITTEE

Section 1. The CRC. 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 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 Yelton Farms.

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 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 (10) 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 of the evidence.

(d) **Decisions of CMC.** 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 (10) 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.

(g)**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 XI 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 Parcels 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 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 amend the Governing Documents to remove the designation of property as, 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 Yelton Farms, 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 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; Easements Reserved to Declarant; 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; or 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 Yelton Farms.

ARTICLE XII TERM AND SEVERABILITY

Section 1. Term. This Declaration shall run with and bind Yelton Farms 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, shall run with and bind Yelton Farms, and shall be and remain in effect perpetually to the extent permitted by law. All covenants herein restricting Yelton Farms to certain uses shall run with and bind Yelton Farms 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 the members of the ARB. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1. Interpretation and Construction. All provisions of the Governing Documents shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of Yelton Farms. 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 2. Recording and Filing. This Declaration shall be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia and/or in such other office as may at the time be provided by law as the proper place for recordation thereof.

Section 3. Survival of Declarations. This Declaration and all covenants, restrictions, agreements, charges and lien rights contained herein shall be binding upon, and shall inure to the benefit of the successors, successors-in-title and assigns of Declarant and all owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

Section 4. Headings for Convenience Only. Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or section to which they refer.

Section 5. 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 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.

Section 6. Governing Law. This Declaration and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia.

Section 7. Assignment by Declarant. The Declarant shall have the right to assign its rights under this Declaration to a successor developer of the Property. Such assignment shall be recorded in the real estate records for Columbia County, Georgia.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Declarant and Owner have caused this Declaration to be executed and sealed by their duly authorized members, as of the ____ day of _____, 2022.

Declarant:
KWB I, LLC

BY: _____
KEITH BLASCHKE, Manager

EXHIBIT "A"

ALL that tract or parcel of land, with improvements thereon, situate, lying and being in Columbia County, Georgia containing 51.03 acres, more or less, and consisting of 17 lots, off the Western side of Ray Owens Road and designated as Yelton Farms, as shown upon a plat prepared by H & C Surveying, Inc. _____, 2022 and recorded in the Office of the Clerk of Superior Court of Columbia County in Book _____, Page _____. Reference being made to said Plat for a more complete and accurate description as to metes, bounds, courses, locations and distances of said property.