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COEL Development Co, Inc.  
7009 Evans Town Center Blvd.  
Evans, GA 30809

BOOK 10054 PAGE 005

CLERK OF SUPERIOR COURT  
COLUMBIA COUNTY, GEORGIA  
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BOOK 10054 PAGE 5-27  
CINDY MASON, CLERK

**DECLARATION OF RIGHTS, RESTRICTIONS  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO KELARIE, PHASE 1A**

WHEREAS, COEL Development Co, Inc. and Stephen Beazley Builders, Inc. (hereinafter referred to as Company), corporations organized and existing under the laws of the State of Georgia are the owners of certain lands located in Columbia County, Georgia, which are being developing into a community known as

KELARIE

WHEREAS, the Company wishes to declare certain restrictive covenants affecting said lands.

NOW, THEREFORE, the Company does hereby declare the covenants contained herein shall be covenants running with the land and shall apply to the following lots, tracts, or parcels of land shown on a certain plat of survey of KELARIE, Phase 1A, dated July 24, 2015 and last revised on September 24, 2015, prepared for COEL Development Co, Inc. by Cranston Engineering Group and recorded in the Office of the Superior Court of Columbia County, Georgia, in Plat Cabinet H, Slide 129 #1-6.

Lots 1-17 & 52-58, Block B - Inclusive

Lots 1, Block C - Inclusive

Lots 1-5, Block D - Inclusive

Lots 1-8, Block E - Inclusive

Lots 1-11, Block F - Inclusive

Lots 1-19 & 28-44, Block G - Inclusive



Recorded 10/07/2015 09:45AM

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CINDY MASON  
Clerk Superior Court, Columbia County  
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And such additional lands as may be placed from time to time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The

Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby or subjected hereto in the future and/or to limit the application of this Declaration to lands subjected hereto in the future.

**ARTICLE I**  
**DEFINITIONS**

The following words and terms when used in this Declaration or in any amendment hereto or in any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (A) "Company" shall mean and refer to COEL Development Co, Inc. and Stephen Beazley Builders, Inc., and its successors and assigns.
- (B) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions.
- (C) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan prepared by the Company as the same may be revised from time to time by the Company or as indicated on Recorded plats or other Recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.
- (D) "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown on a Recorded plat on which has been constructed a single-family detached dwelling or which if unimproved is intended for use as a site for a single-family detached dwelling.
- (E) "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representative, heirs, assigns, successors, tenants, guests, invitees and licensees.
- (F) "Property" shall mean and refer to the land described in Exhibit A attached hereto or

to any portion thereof and to any land which may in the future be subjected to this Declaration.

(G) "Recorded" means recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia.

(H) "KELARIE" shall mean and refer to the property and the community being developed thereon.

(I) "Association" shall mean and refer to KELARIE Community Association, Inc., a Georgia non-profit corporation, its successors or assigns.

## ARTICLE II

### MEMBERSHIP IN THE ASSOCIATION

All property owners are required to be members of the KELARIE Community Association, Inc. Covenants and restrictions are under separate cover.

## ARTICLE III

### RESIDENTIAL USE, BUILDINGS AND LOCATIONS OF STRUCTURES

1. Use of Lots. All Lots shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if it is used as an office only by the resident of the dwelling and such use does not create customer or client traffic to and from the Lot. No mobile home, tent, barn or other similar outbuilding or structure or any structure of a temporary character shall be placed on any Lot in KELARIE at any time, either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters or temporary structures used by a contractor during construction of dwelling units, which shall be promptly removed upon completion of construction.

2. Sleeping Quarters in Attic, Garage, or Outbuilding Prohibited. No attic, garage, or

detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. No portion of a single-family dwelling may be rented or leased except as part of the entire premises including the main dwelling.

3. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat and change the boundary lines or subdivide any Lot or Lots owned by it in order to create a modified building Lot or Lots; and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted Lots, provided, however, no Lot originally shown on a Recorded plat shall be reduced to a size more than ten (10%) per cent smaller than the smallest Lot shown on the first Recorded plat showing the Lot altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot. No building of any kind or character shall be erected on a Lot nearer the street or the side and rear property lines than the approved minimum setbacks. If any Lot is resubdivided or enlarged pursuant to the provisions of paragraph three (3) of Article III hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or resubdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines.

5. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot. The provisions of this Declaration shall not prohibit the Company from using a mobile office, house or other dwelling units constructed on lots as models.

6. Zoning Restrictions. Zoning ordinances, restrictions and regulations of Columbia County and its various agencies applicable to the Property shall be observed. In the event of any conflict between any provisions of this Declaration and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

7. Architectural Control Committee. The Architectural Control Committee shall be appointed by the Company.

8. Approval of Plans. No building, storage house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plan, elevation, exterior color scheme, and square footage shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans and grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications, site plans or grading plans, the Architectural Control Committee shall take into consideration the suitability of the proposed building, the materials out of which it is to be built, the location of the proposed building on the Lot, the harmony of the building and its location with the surroundings and the effect of the building as planned, on the outlook from adjacent or neighboring portions of the Property. Walls, barbeque pits, detached garages, and other accessory buildings or recreational facilities, shall be constructed in general conformity with the architecture of the main building. However, one small aluminum or wood storage building of 10' x 12' will be allowed. No storage building shall be erected on a Lot nearer the side and rear property lines than the approved minimum setbacks. The color of such storage building must match, as closely as possible, the color of the vinyl cornice used on the home. The Architectural Control Committee, at its discretion, may require information including, but not limited to, the following: foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing location, grading, and orientation of buildings on the Lot, with all setbacks indicated. Such plans and specifications may

be required to show the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any Lot without the full and active supervision of an architect or building contractor.

9. Completion of Construction Within One Year. The exterior of all buildings and other structures must be completed within 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 calamities.

10. Reconstruction of Damaged Structures. Should any dwelling unit or other structure on any portion of the property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months after the date of such destruction.

11. Fences and Hedges. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any street corner within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded street corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any portion of the property within ten (10) feet from the intersection of a street property line with the end of a driveway. Trees within such sight-line areas at street corners or driveway intersections shall be maintained in such a manner that the foliage line does not obstruct the specified sight lines at elevations between two (2) and six (6) feet above the roadway.

No fence, wall, hedge or similar structure shall be constructed or maintained on any Lot more than six (6) feet in height or nearer the street boundary line of the Lot than the rear line of the main residential building as extended to the side lot lines. On corner lots, fences, walls, hedges or similar structures shall not be constructed or maintained between the minimum building line and the street. Nevertheless, low, decorative walls or hedges may be erected past

the front line of the main residential structure or beyond the minimum building line with the written approval of the Architectural Control Committee.

All fences shall be Pressure Treated Pine constructed in the "shadow box" style, six (6) feet high with six (6) inch dog-eared pickets. If fence treatment is applied it must be clear so as to retain the natural color of the wood.

12. Parking No continual parking is permitted by these Covenants in Kelarie along the street or on the grass.

#### ARTICLE IV

##### UTILITY AND DRAINAGE EASEMENTS

1. Reservation of Easement. The Company reserves unto itself, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear five (5) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the resubdivision or the altering of any Lot under Article III, paragraph 4, hereof, this easement shall apply to the Lot as altered or resubdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial Recorded plat. Where a larger easement is shown on any Recorded plat or other Recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any

licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

2. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a Lot pursuant to the provisions of this Article, the Company shall restore such portion of the Lot as nearly as is reasonably possible to its condition immediately prior to such installation.

## ARTICLE V

### LAND USE RESTRICTIONS

1. Animals. No poultry, swine, cows, goats, horses, mules or other farm animals or fowl or bait farms shall be maintained on any Lot. No more than three (3) cats, dogs or similar domestic pets may be kept on any Lot except with the written permission of the Architectural Control Committee. All pets kept within the property must be under the control of a responsible person with leash or lead and obedient to that person's command at any time they are permitted outside a house, a dwelling, or other enclosed area approved by the Architectural Control Committee for the maintenance and confinement of animals. The Owner is responsible for waste pick-up. The Architectural Control Committee will consider the approval of a properly installed invisible fence.

2. Vegetable Gardens. No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to intersection with the side Lot lines, except, not beyond the minimum building line on corner lots.

3. Screened Areas for Unsightly Items. No garbage receptacles, fuel tanks or similar storage receptacles, clotheslines, and other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction.



Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

4. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article V, paragraph 3, hereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the property as a whole or the specific area of his Lot.

5. 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. "Inoperative vehicle" is meant to include, but is not limited to, vehicles without a license plate, vehicles that have not moved for fourteen consecutive days, uninsured vehicles, vehicles that do not comply with state law or any county or local ordinance governing the use of the vehicle on a public roadway, or is obviously inoperable. All repair of vehicles, including automobiles, trucks, motorcycles and all other motor vehicles must be done in a fully enclosed garage or a screened area not visible from the street or any neighboring property. The Board may promulgate additional rules regulating the use, repair, storage and parking of vehicles, watercraft and equipment.

6. Hobbies. The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot. At no time shall any portable, permanent or temporary type of sports

equipment such as, but not limited to, basketball hoops, be permitted in the front yard, street, or driveways of any lot, or portion of a corner lot unless fenced.

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

8. Maintenance of Home, Driveways, and Yard. The Owner of each Lot shall be obligated to maintain the entirety of his home, driveways, and yard. The home, driveway, and yard must be kept in a clean and attractive condition and in good order, in a manner satisfactory to the Association.

9. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any portion of the property. There shall not be maintained any plants or animals, or any 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 property.

10. Signs. No signs shall be erected or maintained on any portion of any Property by anyone including, but not limited to an Owner, a realtor, a contractor, or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Likewise, one sign of not more than five (5) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual "for sale" Realtor sign may be erected during the sales period without the permission of the Company. Any property identification signs

for each Lot may not be erected unless they have received the prior written approval of the Architectural Control Committee.

11. No Interference with Streams. No property Owner shall obstruct, alter or Interfere with the flow or natural course of the waters of any creek, stream, lake or pond without first obtaining the written consent of the Architectural Control Committee.

12. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or on any lot except as follows:

A Lot Owner may make written application to the Company for permission to install a television antenna or satellite dish and such permission shall not be unreasonably withheld. Satellite dishes must be small and preferably located behind the rear line of the home and inside the minimum building line and screened from view from the neighborhood roadways.

13. Erosion Control. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes, ponds and streams, the Company, its successors and assigns, and its agents shall have the right to enter upon any portion of the property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If said Owner fails to take the specified correction action immediately, the Company shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by said Owner of that portion

of the Property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Company to perform grading work or to construct or maintain erosion prevention devices.

14. Pest and Woods Fire Control. In order to implement effective insect, reptile, wildlife and woods fire control, the Company and its agents have the right to enter upon any portion of the Property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds or other growth which in the opinion of the Company detracts from overall beauty or safety. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Company and its agents may likewise enter upon such Property to remove any trash which has collected or to abate a threat to the watershed of the property from pollution. Such entry shall not be made until thirty (30) days after Owner of the Property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned Property.

15. Oil and Mining Operation. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Health and Environmental Control. Approval of such systems as installed shall be obtained from such authority.

17. Failure of Maintenance. If an Owner fails to maintain the exterior of his home, driveway, walkway, and yard in a clean and attractive condition and in good order and repair, in a manner satisfactory to the Association, the Association shall have the right and an easement appurtenant thereto through its agents and employees, to enter upon such Lot to repair, maintain, and restore the exterior thereof, provided that the Owner of such Lot shall have failed to maintain, and restore the exterior after having received at least ten (10) day's written notice from the Board specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board. The cost of such maintenance or repairs together with a service charge equal to 25% of such costs, shall be added to and become a part of the annual assessment to which the Lot is subject. The Association may recover such cost in the same manner as payments of the delinquent assessments are enforced hereunder.

Provided further, if an Owner or an agent of said Owner, either intentionally or negligently damages any portion of the Lot or Common Area so as to create a health or safety hazard to adjoining Lots or Areas, or to create a nuisance or to be unsightly and not in keeping with the quality of Kellarie subdivision as determined by the Association, then the Owner who caused, or whose agent caused, said damage shall be liable and responsible for the repair of the same. After having received at least ten (10) day's written notice from the Board specifying the nature of the damages and such damage has not been repaired, then in such an event, the Association shall repair said damages. The cost of such maintenance or repairs described in this Section together with a service charge equal to twenty-five percent (25%) of such costs, shall be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payments of delinquent assessments are enforced hereunder. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment.

ARTICLE VIADDITIONAL COVENANTS APPLICABLE ONLY TO TOWN HOMES

1. Town Homes. Article VI declares additional covenants applicable only to Town Homes. Town Homes present circumstances that require additional covenants to assure harmony, lifestyle, value, appearance, and safety are protected.

2. Lot Owner's Responsibility. Each Lot Owner covenants to keep the exterior of his Town Home in a clean and attractive condition and in good order and repair. If a Lot Owner fails to maintain the exterior of his Town Home in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and repair, maintain and restore the exterior of the Home thereof; provided that the Lot Owner of such Lot shall have failed to repair, maintain and restore the exterior of the Town Home after having received at least thirty days written notice from the Board specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board. The cost of any such exterior maintenance incurred by the Association shall be added to and become part of the assessment to which such Lot is subject, and the Association may recover such costs in the same manner as payments of delinquent assessments are enforced hereunder.

All maintenance and repair of a Lot, together with all portions of the Town Home, and other improvements thereon shall be the responsibility of the Owner of such Lot. 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 for his Town Home) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement of all glass, lights, and light fixtures (exterior and interior), awnings, gutters and down spouts, window boxes, window screens, lot driveway, lot patio, and lot patio fencing which are part of the Town Home. Each Owner shall maintain and

keep the exterior of his Town Home and grounds of his Lot in good, neat, clean, and sanitary condition, including the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within such Lots.

Maintenance and care of grass and lawns is defined as weekly mowing in season, the application of pre-emergent chemicals, weed killers as needed, fertilizer, edging and blowing. The care of shrubs is defined as yearly fertilizer and regular pruning to keep the shrubs at 3' or lower.

Each Owner shall also be obligated to pay the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Town Home which is the responsibility of the Owner, and which such Owner fails or refuses to discharge; the Association may specially assess such Owner for any amounts expended by the Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within thirty (30) days after notice and demand from the Association, the Association shall have the rights set forth in Article VI, Section 2, hereof.

Town Home owners shall have an easement across adjoining properties to the extent necessary to perform maintenance on their property.

3. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Town Homes in Kellarie and placed on the dividing line between two Lots shall constitute a party wall, and to the extent consistent with this article, the general rules of law governing party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

4. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Lot Owners who make use of the wall in proportion to their use thereof.

5. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has used the wall shall restore it and if the other Lot Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Lot Owners to call for

a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions. Such restoration set forth herein shall be mandatory in order to protect the value, aesthetic quality and appearance of the subdivision.

6. Weatherproofing. Notwithstanding any other provisions of this article, a Lot Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7. Right to Contribution Runs with the Land. The right of any Lot Owners to contribution from any other Lot Owner under this article shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

8. Arbitration. Any dispute concerning a party wall or this article shall be subject to binding arbitration. Each affected Lot Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all arbitrators. The parties may agree that the arbitration be conducted in accordance with the Georgia Uniform Arbitration Act; otherwise, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

9. Prohibited Activities. The following activities are strictly prohibited:

- a. yard sales
- b. parking or locating any boat, camper, recreational vehicle, 4-wheeler or like vehicle, except as may be allowed in common areas by the Association.
- c. parking or locating of any abandoned or non-operational vehicle on the Lot or common areas.
- d. front interior window decorations treatments or coverings, except for those of a type or quality selected originally by Declarant, or its agents, or except for decorative drapes or other treatments approved by the Association.
- e. outside clotheslines
- f. any illegal activity
- g. any basketball goal or similar sporting court activity, unless approved by the Association in a common area



- h. flags, statues, decorative fixture and symbols, etc. unless approved by the Association
- i. altering of yard landscaping unless approved by the Association

10. Covenant with Respect to Maintenance of Lot and Improvements. Each Owner shall keep his or her Lot and the structure thereon in good order and repair including, but not limited to, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management subject to the condition that no owner shall cut or remove any tree having a diameter of nine (9") inches measured one (1) foot from the ground, without the express consent of the architectural control committee established herein.

No Owner of any Lot shall modify the structure on his or her Lot by adding a room or rooms, changing the rooflines, adding decks, materially changing or altering the color or making other alterations in the exterior appearance of the structure without the express written approval of the Architectural Control Committee. Each Owner, in acquiring title to his or her respective Lot, acknowledges that the décor, color scheme and design have been selected in such a manner to be consistent and harmonious with other units within the subdivision and agrees to maintain his or her respective Lot and structure in a manner as to maintain and perpetuate the visual harmony within the subdivision.

11. Damage or Destruction. In the event of damage or destruction to a Town Home, the respective Owner agrees as follows:

- a. In the event of total destruction, the Owner shall promptly clear the unit of debris and leave the same in a neat and orderly condition until such time as he or she might elect to rebuild or reconstruct the structure, which shall occur within 12 months from such destruction. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Architectural Control Committee.

b. In case of partial damage or destruction, the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired or restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and décor. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

12. Termite Control. The Board of Directors of the Association may provide for periodic inspections and treatment of all Town Homes in Kellarie for subterranean termites and other wood destroying organisms, and may include the cost thereof in the annual assessments, or the Board may require Lot Owners to have their Homes so inspected and treated. The Board may require Lot Owners to repair any damages revealed by such inspections.

13. Garage Doors. Garage doors shall remain closed at all times except under normal daytime garage activities. The Board shall define normal daytime activities, if necessary. No hazardous materials shall be maintained in any garage which shall constitute a safety hazard, or which would violate or impair the fire and extended coverage insurance on the Home of which the garage is a part.

14. Easement for Emergencies. The Association shall have an Easement to enter upon any Lot and the Home thereon, for emergency, security, safety, and other purposes reasonably necessary for the protection of persons and property in Kellarie which right may be exercised by the officers, agents, employees, and managers of the Association, or 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 Lot or the Home thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Lot Owner or occupant thereof, or in the event such Lot Owner or occupant fails or refuses to cure the hazardous condition. Except in an emergency situation, entry shall only be during business hours and after notice to the Lot Owner or occupant.

ARTICLE VIIADDITIONAL COVENANTS

1. Terms of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Company and persons claiming under them specifically including but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration after which time, all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner, or agent of such Owner, the Owners of the Property, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing the Company shall have the right, whenever there shall have been built on any portion of the Property where such violation exists and summarily abate or remove the same at the expense of the Owner, If after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in

this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

If any vehicle is parked on any portion of the Property in violation of the Covenants or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a violation occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the vehicle owner or user. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

3. Fines. The Association shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote or to use the Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations.

4. Addition of Other Land. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

5. No Liability. The Company shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the

subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Control Committee whether given, granted or withheld.

6. Assignment of Company's Rights. The Company reserves the right to assign in whole or in part to a successor in title its rights reserved in these covenants which include, but are not limited to, its right to appoint members of the Architectural Control Committee, to establish rules and regulations, and all other rights reserved herein by the Company. The Company may also assign such rights to the KELARIE Community Association, Inc. Following the assignment of such rights, the assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an assignee shall be made by written instrument which shall be recorded in the Office of Superior Court of Columbia County, Georgia.

7. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment 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.

8. Amendment This Declaration may be amended unilaterally at any time and from time to time by the Company for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights or obligations of any Owner hereunder without the consent of the affected Owner. In addition, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and hereafter by an instrument signed by not less than seventy five percent (75%) of the Owners and the consent of the Company as long as Property is still owned in the Kelarie subdivision. Amendments to this Declaration shall become effective upon the filing for record in the Office of Superior Court of Columbia County, Georgia.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed pursuant to a resolution duly and unanimously adopted by its Board of Directors.

Dated this the 6<sup>th</sup> day of October, 2015.

Signed, Sealed and Delivered

COEL Development Co, Inc.

In the Presence of:

*Calvin Urisk*

BY: *B B Reg*

Witness

As Its President

*Joy S. Chambers*

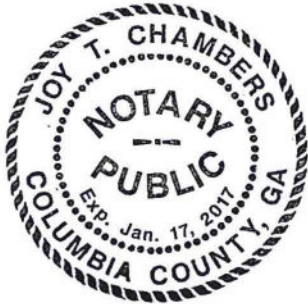
Attest: *Susan A. Avery*

Notary Public, Columbia County,

As Its Secretary

Georgia

STEPHEN BEAZLEY BUILDERS, INC.



BY: *Stan Beazley*

As Its President

Attest: *Susan A. Avery*

As Its Secretary

**EXHIBIT A**

All that tract or parcel of land situate, lying and being in Columbia County, Georgia, containing a total of 37.76 acres, and being more particularly described by reference to a certain plat of KELARIE, Phase 1-A, prepared by Cranston Engineering Group, which is recorded in the Office of the Superior Court of Columbia County, Georgia in Plat Cabinet H, Slide 129 #1-6.