

Deed Doc: COVE
Recorded 07/17/2023 10:50AM

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 14814 Pg 0192-0207
Penalty: \$0.00
Interest: \$0.00
Participants: 0966210668
\$(PT61)

DECLARATION OF RIGHTS, RESTRICTIONS

AFFIRMATIVE OBLIGATIONS AND CONDITIONS

APPLICABLE TO MISTY MEADOWS, PHASE 1

WHEREAS, COEL Development Co, Inc. and Stephen Beazley Builders, Inc.
(hereinafter referred to as Company), is the owner of certain lands located in Columbia County,
Georgia, which are being developed into a community know as

MISTY MEADOWS

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 MISTY MEADOWS, Phase 1, and dated June 21,
2023, prepared for COEL Development Co, Inc. and Stephen Beazley Builders, Inc. by Carolina
Land Surveying, LLC and recorded in the Office of the Superior Court of Columbia County,
Georgia, in Plat Book E2023, Page(s) 0170-0174.

Additional lands 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 their family residing within the Property, their 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 Superior Court of Columbia County, Georgia.
- (H) "MISTY MEADOWS" shall mean and refer to the property and the community being developed thereon.
- (I) "Association" shall mean and refer to MISTY MEADOWS 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 MISTY MEADOWS 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 purpose 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 MISTY MEADOWS 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 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. No storage building shall be erected on a Lot. 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 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.

a. 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.

b. Homes with Front Garages:

i. Six (6) foot shadow box style with six (6) inch dog-eared pickets. At the homeowner's discretion, the fence across the back may be a four (4) foot picket fence with three (3) to six (6) inch pickets. These fences must be constructed with pressure treated pine.

c. Homes with Rear Garages:

i. Four (4) foot picket fence with three (3) to six (6) inch pickets. These fences may be installed so as to include the side porch. These fences must be constructed with pressure treated pine.

d. If fence treatment is applied, it must be clear so as to retain the natural color of the wood.

e. The company and community association retains an easement of eighteen (18) inches across property lines to tie-in new privacy fences with existing fences.

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

a. Public parking spaces are reserved for guests only.

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 Reordered 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 reasonable 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 their Lot which shall tend to substantially decrease the beauty of the property as a whole or the specific area of their Lot.

5. Vehicles, Parking, and Repair. Overnight parking is not allowed in the street or alleyways. Visitor parking only is allowed in the common visitor spots. Such parking is limited to a maximum of one (1) week. 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 to 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.

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 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 Yards. The Owner of each Lot shall be obligated to maintain the entirety of their 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 ("see 10.a.). Any

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

- a. The Association requires the use of approved "for sale", "for lease" and "open house" signs. The purpose of this policy is to ensure real estate signage matches the aesthetic appeal of the community. Real Estate signage must have the approved design including the Misty Meadow's logo and consist of the Misty Meadow's approved sign colors. The real estate brokerage logo may be included on all real estate signage along with one sign topper consisting of contact name and phone number. "For sale", "for lease" and "open house" sign size must be 18 (eighteen) inches in height and 24 (twenty-four) inches in width and sign topper must be 6 (six) inches in height and 24 (twenty-four) inches in width. One "open house" sign may be placed on the lot, and displayed after 5 (five) PM on Friday, and must be removed by 5 (five) PM on Sunday. No signage is permitted at the entrance or in the common areas and will be removed by the Association. The real estate sign template will be on file at Alphagraphics Martinez. The Architectural Control Committee reserves the right to alter signage design at their discretion.

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 install on the exterior portion of any building or structure or on any lot except as follows:

- a. 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 unreasonable withheld. Satellite dishes must be small and preferable 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 corrective 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 reasonable possibly. 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 or the property from pollution. Such entry shall not be made until thirty (30) days after the 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, locate 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. Solar Panels. Solar panels cannot be installed on any roof facing the street.

18. Failure of Maintenance. If any Owner fails to maintain the exterior of their 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 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) days 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 Misty Meadows 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 VI

ADDITIONAL 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 Misty Meadows 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 the 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 the consent of the Company, 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 by the Company in the Misty Meadows subdivision. Amendments to this Declaration shall become effective upon the filing for record in the Office of the 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 13 day of July, 2023.

Signed, Sealed and Delivered

In the Presence of:

[Signature]

Witness

[Signature]

Witness

COEL Development Co, Inc.

BY: [Signature]

As its President

Attest: [Signature]

Its Secretary

Stephen Beazley Builders, Inc.

Attest: [Signature]

As its President

Attest: [Signature]

Its Secretary

ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Columbia

I, Donovan Morris, do hereby certify that B. H. Beazley & Stephen Beazley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



Witness my hand and seal of the 13 day

of July, 2023

[Signature]

My commission expires: 1/14/25