

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS FOR HEALY PLANTATION**

THIS DECLARATION, made this _____ day of January, 2005, by HEALY LAND AND DEVELOPMENT CORP. (hereinafter the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property, which real property is more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in HEALY PLANTATION and for the maintenance of the property and improvements thereon, and to this end desires to subject the property described in **Exhibit "A"** to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in HEALY PLANTATION, to create a committee to which should be delegated the powers of maintaining, amending, administering and enforcing the covenants and restrictions herein;

NOW THEREFORE, Declarant HEALY PLANTATION hereby declares that the real property described in **Exhibit "A"** and additional property, as may be subsequently added and subjected to this Declaration by amendment, shall be held, transferred, sold, mortgaged, conveyed, leased, occupied, and used subject to the covenants, conditions, and restrictions herein.

ARTICLE I
DEFINITIONS

Section 1.1 "The Association" shall mean and refer to Healy Plantation Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia.

Section 1.2 "The Board" shall mean and refer to the Board of Directors of the Association.

Section 1.3 "Bylaws" shall mean and refer to the Bylaws of the Association, which establish the methods and procedures of its operation; as such Bylaws may be amended from time to time.

Section 1.4 "The Committee" shall mean and refer to the Environmental Advisory Committee and its agents and representatives, as established in ARTICLE II herein.

Section 1.5 "Common Area" shall mean and refer to all real and personal property now or

hereafter owned by Healy Plantation for the common use and enjoyment of the Owners.

Section 1.6 “Common Expenses” shall mean and refer to the actual and estimated expenses of operating the property, including any reasonable reserve, all as may be found to be necessary and appropriate by the Committee.

Section 1.7 “Declaration” shall mean and refer to the covenants, restrictions, and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 1.8 “Developer” or “Declarant” shall mean and refer to Healy Land and Development Corp., a corporation organized and existing under the laws of the State of Georgia.

Section 1.9 “Environmental Advisory Committee” shall mean and refer to the Committee created in ARTICLE II herein.

Section 1.10 “Healy Plantation” shall mean and refer to the name of the residential subdivision owned by Healy Land and Development Corp. which is contained in Exhibit “A” and subject to the terms and conditions herein.

Section 1.11 “Lot” shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

Section 1.12 “Owner” shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lots which are a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.13 “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 1.14 “Property” shall mean and refer to that certain real property described in Exhibit “A” attached hereto and by reference made a part hereof, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

Section 1.15 “Structure” shall mean and refer to (a) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other

temporary or permanent improvement to such Lot; (b) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek., stream, wash or drainage channel from, upon or across any Lot; and (c) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.15 applies to such change.

ARTICLE II **ENVIRONMENTAL ADVISORY COMMITTEE**

Section 2.1 Committee and Guidelines. There is hereby established an Environmental Advisory Committee, which shall be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The Declarant shall have exclusive control of the Committee until such time as the period of Declarant control expires or until Declarant may elect to voluntarily surrender its control of the Committee.

Section 2.2 Constitution of Committee. Initially, the membership of the Committee shall be solely constituted by the Developer, and there shall be no other members. Upon the occurrence of the events identified in Section 3.4(b)(i) through (iii), within thirty (30) days after such occurrence, the Association shall appoint four of its members to serve on the Committee in addition to the Developer. The four board members will serve for a term of one year, and may be reappointed, or removed and a replacement reappointed, at the end of each calendar year. The Developer shall continue to serve indefinitely after the occurrence of the events in Section 3.4(b)(i) through (iii).

Section 2.3 General Architectural Restriction. No Improvement may be erected, placed, constructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvements have been approved by the Committee; provided, however, that Improvements that are completely within a Building may be undertaken without such approval. All Improvements will be constructed only in accordance with approved plans.

Section 2.4 General Landscape Restriction. The Declarant and thereafter the Association shall be responsible for the repair, improvement, alteration, or modification of the portions of a Lot. Accordingly, no repair, improvement, alteration, or modification shall be made to the lawns, irrigation systems and equipment, landscaping, trees, shrubs, plants, flowers, subsurface drainage, bulkheads, or retaining walls on any Lot unless the maintenance and repair, modification, alteration, improvement, or change is first approved by the Committee; or unless the repair, modification, alteration, improvement, or change is made by the Association as a part of the Association's regular maintenance and repair obligations.

Section 2.5 Purpose, Powers, and Duties of the Environmental Advisory Committee. The Purpose of the Environmental Advisory Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Environmental Advisory Committee for approval:

(a) regarding whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and

(b) regarding the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Environmental Advisory Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction, or alteration of any structure on any Lot.

Section 2.6 Action of Members of the Environmental Advisory Committee. Any member of the Environmental Advisory Committee may be authorized by the Committee to exercise the full authority of the Committee with respect to all matters within the Committee's authority, as may be specified by resolution. The action of such member shall be final and binding upon the Committee and upon any applicant for an approval permit or authorization.

Section 2.7 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the Structure's or Lot's exterior appearance, unless plans and specifications are first submitted to and approved in writing by the Environmental Advisory Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Environmental Advisory Committee, including, without being limited to:

(a) A site plan showing the location of all proposed and existing structures Structures on the Lot, including building setbacks, open space, driveways, walkways, and parking spaces, including the number thereof;

(b) floor plans;

(c) exterior elevations of all proposed Structures and alterations to existing structures, as such structures shall appear after all back-filling and landscaping are completed;

(d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations thereof; and

(e) plans for landscaping and grading.

Section 2.8 Approval and Disapproval of Plans and Specifications.

(a) The Environmental Advisory Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, based on any grounds, including purely aesthetic considerations deemed sufficient. The Committee shall have thirty (30) days from the submission of all plans to approve such plans. If the Committee fails to act within thirty (30) days, the plans are deemed approved.

(b) After approving a plan or specification, the Committee shall (i) deposit a copy of the plan or specification for permanent record and (ii) return a copy bearing approval to the applicant. Approval of any plans and specifications for the use in connection with any Lot or Structure does not waive the Committee's right to disapprove similar plans subsequently submitted for use in connection with any other Lot or Structure. However, approval of any such plans is final regarding that Lot or Structure and may not be revoked or rescinded, provided the applicant adheres and complies with the approved plans, specifications, and conditions.

(c) Neither Developer nor the Committee or any member thereof shall be responsible or liable in any way for defects in any plans or specifications approved by the Committee. The Developer nor the Committee shall be liable by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Further, approval of plans and specifications by the Environmental Advisory Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. By submitting plans and specifications to the Committee, every Owner of any Lot releases and agrees to indemnify, hold harmless and defend Developer and any member of the Committee from any alleged liability, claim and/or damage.

Section 2.9 Right of Inspection. The Committee, its agents, and representatives shall have the right during reasonable hours to enter upon and inspect any Lot or Structures thereon for the purpose of ascertaining whether the use, installation, construction, alteration or maintenance of any Lot or Structure complies with this Declaration, and the Committee shall not be deemed to have committed a trespass or other wrongful act by such entry or inspection.

Section 2.10 Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Environmental Advisory Committee pursuant to the provisions of this article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If the Environmental Advisory Committee determines such violation occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) The Environmental Advisory Committee shall provide written notice to the

Owner by certified mail setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner does not take reasonable steps toward the required remedial action within twenty (20) days after the aforesaid notice of violation is mailed, then the Committee has the right of abatement, the right to equitable relief, and the right to enjoin construction. The right of abatement means the Committee may enter the offending Lot or Structure at all reasonable times and take the actions specified in the aforementioned notice, without committing a trespass.

Section 2.11 Reasonable Inspection Fees. The Committee may impose and collect a reasonable and appropriate fee to cover its cost of operations, inspections, professional services, and related matters, in order to fulfill its role as set forth in this declaration. The fee shall be established from time-to-time by the Committee, but shall not be more than the amount necessary to cover such costs. The Committee shall submit its fee to the Association when incurred, or once annually; the Association shall levy such assessments on the Owners as may be necessary to cover the fee.

ARTICLE III **THE ASSOCIATION**

Section 3.1 The Association Management Duties. Subject to the rights and obligations of Declarant as set forth in the Act and in this Declaration and to the rights and obligations of the other Owners, the Association will be responsible for the administration and operation of Healy Plantation. The Board of Directors will exercise, on behalf of the Association, all powers, duties and authority vested in or obligated to be taken by the Association and not reserved to Declarant or the other Members by this Declaration, the other Healy Plantation documents, the Act or other applicable law.

Section 3.2 Delegations by Association.

(a) Manager. The Association may employ or contract for the services of a Manager to act for the Association and the Board and the Officers according to the powers and duties delegated to the Manager pursuant to the Bylaws or resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Manager of any such duty, power or function so delegated by written instrument executed by or on behalf of the Board.

(b) Committees. The Association may delegate any of its rights, duties or responsibilities to any committee or other entity (in addition to the Environmental Advisory Committee) that the Board may choose to form. However, any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under Healy Plantation Documents and the Act.

Section 3.3 Membership. Every Owner of a Lot subject to this Declaration shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any

Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 3.4 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Initially, the Class A members shall be all Owners, with the exception of the Developer. The Class A member or members who hold an interest in a Lot are entitled to one vote for such Lot. When more than one person holds an interest in any Lot, all such Persons shall be members, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B. The Developer is the Class B member and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(ii) seven (7) years from the date of this Declaration is filed of record in the Office of the Clerk of the Superior Court of Bibb County; or

(iii) when, in its discretion, the Developer so determines.

Section 3.5 Initial Assessment. Every Person who purchases a Lot in Healy Plantation for use as a permanent personal residence shall pay to the Association the initial assessment fee in an amount determined by the Association at the time of purchase of the Lot. The initial assessment shall be a prepayment of the succeeding twelve (12) months' Assessment and shall be prorated over the twelve (12) month calendar year in which it is paid. The Developer shall not be subject to assessment for any Lot owned by Developer.

Section 3.6 Board of Directors. The Association will elect a Board of Directors. Their duties will be to oversee the computation of assessments and other duties and obligations imposed on it expressly provided herein or other duties reasonably necessary to satisfy the provisions herein.

Section 3.7 Environmental Advisory Committee. The members of the Association will elect the members of the Environmental Advisory Committee.

ARTICLE IV **PROPERTY RIGHTS**

Section 4.1 Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including the right of pedestrian access, but not vehicular access, to and from his Lot over the Common Area). Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the easements reserved in Article VII of this Declaration and the right of the Association to:

(a) adopt and publish rules and regulations governing the use of the Common Area.

(b) charge reasonable admission and other fees for the use of any recreational facility located or constructed upon the Common Area.

(c) impose reasonable limits on the number of guests who may use such recreational facilities.

(d) suspend any Owner's voting rights and rights to use any recreational facilities within the Common Area for any period during which any assessment against said Owner's Lot remains unpaid.

(e) borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon the assent of two-thirds of the Class A and B members, to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrances of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements, and privileges herein reserved or established for the benefit of Developer, any Owner, or the holder of any mortgage.

(f) dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

Section 4.2 Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

Section 4.3 Insurance. The Board, or its duly authorized agent, shall obtain insurance policies upon the Common Area as the Board deems necessary or desirable in its sole discretion. The name insured on all policies of insurance shall be the Association.

Section 4.4 No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

ARTICLE V
COVENANT FOR MAINTENANCE AND
CAPITAL IMPROVEMENT ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) reasonable annual assessments which may or shall be levied by the Association, and

(b) special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. The Developer shall not be subject to any of the assessments set forth in this Article.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the lots and the costs and expenses incident to the operation of the Association, including the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 5.3 Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments will be equally divided among the Lots, such that the annual assessments shall be the same for each Lot. Lots owned by the Developer, who is not subject to assessments, shall not be considered when determining the assessment for each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) the Developer, so long as there is a Class B member; or (ii) a vote with a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then, until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 5.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any

such assessment shall have the assent of at least two thirds (2/3) of the Class A Members and the Class B member, if any, voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above. Developer shall not be subject to Special Assessments.

Section 5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 or 5.4 above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum at the subsequent meeting shall be one half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association regarding the status of assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Section 5.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same and interest, costs and reasonable attorney's fees, if any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure of said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid for the interest foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. Subject to acceptance by the Association, the Owner may give to the Association a deed in lieu of foreclosure.

Section 5.9 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase, money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.10 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) the Common Area;

(c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and

(d) all properties owned by Developer.

ARTICLE VI **MAINTENANCE**

Section 6.1 Association's Responsibility. Except as otherwise provided herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of:

(a) all roads, driveways, walks, parking areas and buildings and other improvements, if any, situated within the Common Area;

(b) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area; and

(c) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Section 6.2 Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth herein above, the Environmental Advisory Committee, its agents, and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon Owner's Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Environmental Advisory Committee, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Environmental Advisory Committee for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. Although notice given as herein provided shall be sufficient to give the Environmental Advisory Committee, its agents, and representatives the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 10:00 A.M. and 5:00 P.M. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Environmental Advisory Committee to mow, clear, cut, or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

ARTICLE VII **EASEMENTS**

Section 7.1 Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained

by the Association to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area without conflicting with the terms thereof.

Section 7.2 Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and right of ways in, on, over, under and through any part of the Property owned by Developer, including the Common Area, for so long as Developer owns any Lot primarily for the purpose of sale.

(a) for the erection, installation, construction and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;

(b) for the construction of improvements on the Lots;

(c) for the installation, construction and maintenance of storm-water drains, public and private sewers and for any other public or quasi-public utility facility;

(d) for the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots; and

(e) for the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvements and sale of Lots.

Section 7.3 Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE VIII **GENERAL COVENANTS AND RESTRICTIONS**

Section 8.1 Residential Use.

(a) Single-Family. All Lots shall be restricted exclusively to single-family residential use.

(b) Non-commercial Use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose. However, nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in Healy Plantation from using any Lot owned by Developer or such builder for the purpose of

carrying on business related to the development, improvement and sale of lots in Healy Plantation. Developer specifically reserves the right to establish a model home to be used by Developer and/or real estate agent employed by Developer.

Section 8.2 Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 8.3 Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Committee, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. This includes, but is not limited to, exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

Section 8.4 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Environmental Advisory Committee of plans and specifications for such split, division or subdivision.

Section 8.5 Erosion Control.

(a) No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Environmental Advisory Committee of plans and specifications for the prevention and control of such erosion or siltation. The Environmental Advisory Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 6.

(b) On those lots having a drainage ditch, or ditches, either natural or man-made, said ditch shall not be altered, covered or diverted so as to cause damage to an adjoining lot. Such ditch, or ditches, may, however, be enclosed with culvert pipe of size, capacity and installation approved by the County Engineer provided that such enclosures do not increase the volume of water normally flowing in said ditch or ditches, or so concentrate such flow of water as to cause damage to any other property owner or owners within such Subdivision.

Section 8.6 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Committee of plans and specifications for the landscaping to accompany such construction or alteration. Additionally, each builder, contractor or owner of each Lot shall certify to the Architectural Committee at the completion of the residence erected on each said lot that said builder, contractor, and/or owner have expended not less than \$800.00 to purchase and plant ornamental plants, trees and shrubs (exclusive of grading, topsoil, seed, sod, fertilizer and other landscaping). Said cost is to be based on the costs prevailing at the time of the execution of these Covenants. The Environmental Advisory Committee may in its sole discretion require such builder, contractor or owner to submit paid receipts evidencing each expenditure.

Section 8.7 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desired for security purposes in accordance with plans and specifications therefore approved by the Environmental Advisory Committee. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Environmental Advisory Committee.

Section 8.8 Signs.

(a) No signs whatsoever shall, without the Committee's prior written approval, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) a sign indicating the builder of the residence on the Lot;
- (iii) not more than one For Sale or For Rent sign; provided that the sign is smaller than four square feet in area; and
- (iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Environmental Advisory Committee;

(b) Following the consummation of the sale of any Lot, the For Sale sign and the builder's sign located thereon, if any, shall be removed immediately.

Section 8.9 Setbacks. In approving plans and specifications for any proposed Structure, the Committee may establish setback requirements for the location of such Structures which are more restrictive than those established by the Plat.

Section 8.10 Fences and Walls. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Environmental Advisory Committee of plans and specifications for such fences and walls.

Section 8.11 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Committee. Such specifications shall include the proposed substance to be used in constructing such roads and driveways. All vehicles in any way connected with such construction shall enter the Lot or Lots under constructions only by the driveway approved by the Committee. In no event shall driveways other than those approved by the Environmental Advisory Committee be constructed or used for temporary access to any Lot. All vehicles shall be parked at the Lot to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot.

Section 8.12 Antennae and Satellite Dishes. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the Committee. In no event shall freestanding transmission or receiving towers be permitted.

Section 8.13 Clotheslines. No outside clothesline shall be placed on any Lot.

Section 8.14 Recreational Vehicles, Trailers, etc.

(a) The Environmental Advisory Committee, in reviewing the plans and specifications for any proposed Structure, may require special parking areas for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except for such parking areas as specified by the Environmental Advisory Committee pursuant to this Section 14 or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the Environmental Advisory Committee.

(b) While nothing contained herein shall prohibit the use of portable or temporary buildings for trailers as field offices by contractors during actual construction, the use, appearance and maintenance on such a building or trailer must be specifically approved by the Environmental Advisory Committee prior to its being moved onto the construction site.

Section 8.15 Recreational Equipment. Recreational and playground equipment placed or installed on any Lot shall be constructed of wood or heavy plastic, reasonably screened and approved by the Environmental Advisory Committee.

Section 8.16. Accessory Structures.

(a) A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage. A garage may also be an attached accessory structure. Such accessory structures shall not exceed 20 feet in height and shall conform in exterior design and quality to the dwelling on the same Lot.

(b) With the exception of a garage that is attached to a dwelling, an accessory structure on a Lot must be located behind the dwelling. A dwelling fronts on the street abutting such Lot.

(c) Accessory Structures shall also be located with side and rear setback lines as required hereby or by applicable zoning law.

Section 8.17 Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Healy Plantation shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities. The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner, and shall be completed within nine (9) months after the beginning of the framing for such construction. No improvements which have been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision for more than three (3) months after such destruction or damage.

(b) All single-family residences constructed on the Lots shall be approved by the Environmental Advisory Committee in its sole and uncontrolled discretion.

(c) All exposed foundations must be brick, stacked stone, Hardiplank lap siding, wood shingle, or stucco and there shall be no chain-link fence or walls of any other material which the Committee determines to be incompatible with dwellings or other structures in Healy Plantation.

(d) Only one mailbox shall be located on any Lot, which mailbox will be consistent with the quality and design of surrounding dwellings and mailboxes and shall be placed and maintained to complement the dwelling to which it is appurtenant.

(e) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction.

(f) Other than apparatus relating to solar energy, no exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot. The location and design of a solar energy apparatus must first be approved by the Committee.

(g) Adequate off-street parking shall be provided for each Lot.

(h) Containers for garbage and other refuse shall be underground or in screened sanitary enclosures. No incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each dwelling.

(i) All garages must have doors. Each garage door must be coordinated with the dwelling to which it is appurtenant. The garage must have adequate floor space to contain at least two automobiles and its entrance shall not face the adjoining street, unless approved by the Environmental Advisory Committee.

(j) No window air conditioning unit may be located in any part of any dwelling or accessory structure which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the Environmental Advisory Committee.

(k) Any screen porch which is a part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

(l) No plumbing vent or heating vent shall be placed on the front side of any roof or any dwelling or accessory structure, and any such vent shall be painted the same color as the roof on which it is placed.

(m) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.

(n) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all one-story dwellings shall contain not less than two thousand (2,000) square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all two story dwellings shall contain not less than two thousand two hundred (2,200) square feet. Any two or two and one-half story dwelling shall have an enclosed heated living area on the first floor (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of at least one thousand five hundred (1,500) square feet. No dwelling shall be constructed exceeding two and one-half (2 ½) stories in height.

(o) Driveways shall be constructed with concrete or asphaltic hot mix. Said driveways shall have a minimum width of ten (10) feet, a minimum of four (4) inches of concrete or two (2) inches of asphalt and shall run from the paving of the road to the minimum building set-back line for the respective lots. However, other hard surface material or design may be approved by the Environmental Advisory Committee if any exception is requested when plans are submitted to the Committee for approval. Existing trees, topography and landscape planning should be taken into consideration and where possible driveways should curve.

(p) Silver-finish aluminum doors (including sliding doors) and windows shall not be approved. A factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the Environmental Advisory Committee for approval.

(q) If brick is used in exterior construction, it must either be standard brick (2 1/4 x 7 1/2 face exposure) or Norman brick (2 1/4 x 1 1/2 face exposure). No brick of lower quality, such as seconds or backups, shall be used in the exterior construction of any residence. Concrete blocks used above ground, if exposed to view, must be stuccoed and painted.

(r) All roofs shall have a pitch of not less than 8/12 and white or light colored shingles shall not be allowed unless specifically approved by the Committee.

(s) The exterior of all dwellings and outbuildings shall be constructed of brick, stacked stone, Hardiplank lap siding, wood shingle, or stucco.

Section 8.18 Animals. Animals may be kept as household pets, the kind and number of which may be regulated, permitted or prohibited from time to time by the Committee. However, no animals may be kept on any Lot for commercial purposes. No animals shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have first been approved by the Environmental Advisory Committee.

Section 8.19 Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Environmental Advisory Committee. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 8.20 Trees and Shrubs. Without prior approval by the Committee, one cannot remove trees measuring eighteen (18) inches or more in diameter at a point two (2) feet above ground level, flowering trees or shrubs, nor any evergreens on any Lot unless the tree or shrub

(a) is located within 10 feet of the approved site for a dwelling; or

(b) is located within the right of way of driveways or walkways; or

(c) is damaged, dead, or must be removed due to an emergency.

Section 8.21 Electrical, Television, Natural Gas and Telephone Service. All electrical, television, natural gas and telephone service installations will be placed underground.

Southern Natural Gas Company owns and operates three high pressure natural gas pipelines adjacent to or through Lots 1 and Lots 48 through 61. No trees or shrubs are to be planted, and no fences, buildings, roads, driveways, excavation cuts, fills, grading, obstructions, structures or utilities are to be constructed on, in or across the 100 foot wide right of way without Southern's written consent. Any inquiries are to be addressed to Southern Natural Gas Company, 5675 Arkwright Road, Macon, Georgia 31210, Attention: Operations Supervisor. Any approved construction within said right of way will then be in accordance with Southern Natural Gas Company's safety/construction specifications.

(Developer agrees to comply with the above-written statement. _____)

Section 8.22 Containment. Household pets, such as dogs and cats, must be contained upon the Owner's Lot. and such pets may not be permitted to run at large at any time.

Pedestrians within the Property who are accompanied by dogs must have the dogs under the pedestrians' direct control by use of a leash not to exceed 10 feet in length.

Section 8.23 Trash. No trash, ashes, garbage construction materials or other refuse will be thrown or dumped on any land or area within the Property. The Association will cooperate in and encourage programs to recycle trash and other refuse. There will be no burning or other disposal of refuse out of doors. Each Owner will provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance.

Section 8.24 Compliance with Laws. Subject to the rights of reasonable contest, each Owner will promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Without limiting the generality of the foregoing, each Owner will abide by any wildlife regulations imposed by the Association or any agency or authority having jurisdiction over the Property. Further, no Owner will dispose of or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

Section 8.25 Parking and Auto Repair. No automobiles or other vehicles will be parked in any street or upon any portion of the Property except within garages, carports, or designated parking areas. The Association may designate parking spaces to be used for service providers, maintenance providers, and other guests. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of Healy Plantation except in emergencies.

Section 8.26 Abandoned, Inoperable, or Oversized Vehicles. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property, except as provided below. An abandoned or inoperable vehicle is defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this will not include vehicles parked by Owners while on vacation or residing away from Healy Plantation. A written notice describing the abandoned or inoperable vehicle and requesting its removal may be personally served upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice has been given, the Association will have the right to remove the vehicle without liability, and the expense of removal will be an Assessment charged against the Owner. All unsightly or oversized vehicles, garden maintenance equipment, and all other unsightly equipment and machinery may be required by Developer or the Board of Directors to be stored at a designated location or locations. Oversized vehicles, for purpose of this Section, will be vehicles, which are too high to clear the entrance to a residential garage.

Section 8.27 Outside Burning. There will be no exterior fires, except barbecues, outside fireplaces, or braziers contained within facilities or receptacles and in areas designated and approved by the Committee. No Owner will permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations.

Section 8.28 Lighting. All exterior lighting of the Improvements and grounds on the Property will be subject to regulation by the Committee.

Section 8.29 Obstructions. There will be no obstruction of any walkways or bike paths or interference with the free use of those walkways and paths except as may be reasonably required in connection with repairs.

GENERAL PROVISIONS

ARTICLE IX

Section 9.1 Enforcement.

(a) The Association, Environmental Advisory Committee, the Developer or any Owner shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Environmental Advisory Committee or by any Owner to enforce any covenants or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Environmental Advisory Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within 20 days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Environmental Advisory Committee, through it agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach. Such entry shall not be deemed a trespass or wrongful act by reason of such entry and such actions.

Section 9.2 Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 9.3 Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 9.4 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the Date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least 2/3 of the owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed of record in the Clerk's Office, Jones Superior Court.

Section 9.5 Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 9.6 Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to Healy Plantation, 225 River North Boulevard, Macon, Georgia 31211, or at such different address or addresses as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

Section 9.7 Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration.

(e) Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least 75 percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded. Every purchaser or grantee of any interest in any real property

made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section.

Section 9.8 Variances. The restrictions set out in this Declaration may be altered, varied or waived on an individual lot basis upon compliance with the following regulations and procedures, to-wit;

(a) Any owner of any lot in said section desirous of securing a waiver or variance of said restriction shall request the same in writing and shall deliver said petition to any member of the Environmental Advisory Committee;

(b) If the Environmental Advisory Committee, in the exercise of its sole discretion, approves of said variance, it shall notify the petitioner of the same in writing;

(c) The written approval of any requested alteration or variance by the Environmental Advisory Committee shall constitute absolute waiver of and shall otherwise void the restrictions contained in this paragraph relative to the subject lot;

(d) The waiver of the restrictions contained in this paragraph on any petitioned lot shall not constitute a waiver of said restriction on any other lot.

Section 9.9 Right to Expand. Declarant reserves the right to extend the planned community and this Declaration to any and all adjacent property owned or hereafter acquired by it (the Expansion Property), and to alter any unsold lot shown on the Plat and any subsequent plats of Healy Plantation or any portion of said Plat or plats covering unsold property, including the addition or elimination of streets, lanes, and easements, provided access to any lot sold by Declarant shall be preserved.

Section 9.10 No Dedication to the Public. Nothing in this Declaration or the other Healy Plantation Documents will be construed as a dedication to public use, or a grant to any public municipal, quasi-municipal or county authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

Section 9.11 No Liability. Developer has used its best efforts and acted with due diligence in connection with the drafting, preparation, and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such nullity, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Developer shall have no liability.

Section 9.12 River Communities Association Restrictive Covenants. The Healy Plantation Declaration of Covenants, Conditions, Restrictions, and Easements functions concomitantly with the River Communities Association Declaration of Covenants, Conditions, Restrictions, and Easements. If covenants within the River Communities Association Declaration of Covenants, Conditions, Restrictions, and Easements differ from or conflict with the covenants of the Healy Plantation Declaration of Covenants, Conditions, Restrictions, and Easements, the more restrictive of the two provisions shall

prevail. In accordance with the terms of this section, Section 9.12, the Board shall have the sole discretion to determine which covenant prevails.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

DEVELOPER:

HEALY LAND AND DEVELOPMENT CORP.

By: _____

Title: _____

Pedestrians within the Property who are accompanied by dogs must have the dogs under the pedestrians' direct control by use of a leash not to exceed 10 feet in length.

Section 8.23 Trash. No trash, ashes, garbage construction materials or other refuse will be thrown or dumped on any land or area within the Property. The Association will cooperate in and encourage programs to recycle trash and other refuse. There will be no burning or other disposal of refuse out of doors. Each Owner will provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles will be screened from the public view and from the wind and protected from animal and other disturbance.

Section 8.24 Compliance with Laws. Subject to the rights of reasonable contest, each Owner will promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Without limiting the generality of the foregoing, each Owner will abide by any wildlife regulations imposed by the Association or any agency or authority having jurisdiction over the Property. Further, no Owner will dispose of or allow any person under the Owner's control or direction to release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

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