

DECLARATION OF COVENANTS AND RESTRICTIONS

**ESTABLISHING AND PROVIDING FOR
SOUTHAMPTON COMMUNITY ASSOCIATION, INC.**

THIS DECLARATION made this 6th day of November 2007, by COEL Development Co., Inc. and Stephen Beazley Builders, Inc. hereinafter called "Company."

WITNESSETH:

WHEREAS, Company is the owner of the real property described in Article II of this Declaration and desires to create thereon a planned development community with a balanced representation of residential and recreational uses to be known as "SOUTHAMPTON,"

WHEREAS, Company desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Company has caused to be incorporated under the laws of the State of Georgia, a non-profit corporation, Southampton Community Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;

NOW, THEREFORE, the Company declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

- (a) "Association" shall mean and refer to Southampton Community Association, Inc., a Georgia non-profit corporation, its successors and assigns.
- (b) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, Residents, and their guests, and visiting members of the general public (to the extent permitted

by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use on Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

- (c) "Company" shall mean Coel Inc. and Stephen Beazley Builders, Inc. and its successors and assigns.
- (d) "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling. A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.
- (e) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Plan of Southampton, prepared by the Company, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property. The intended use of parcels may also be indicated by plats or other documents recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia.
- (f) "Lot" or "Residential Lot" shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single-family detached dwelling as shown upon any recorded subdivision plat of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessments as improved properties.
- (g) "Master Plan" shall mean and refer to the drawings which represent the plan for the present and future development of Southampton.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as defined in Section 1 of Article III.
- (i) "Owner" shall mean and refer to the Owner (including the Company) as shown by the real estate records in the Office of the Clerk of the Superior Court of Richmond County, Georgia, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for

the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

- (j) The "Properties" shall mean and refer to the existing Property described in Article II hereof, and such additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- (k) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association.
- (l) "Resident" shall mean and refer to each Owner and Tenant of a Family Dwelling Unit together with the members of his family living in such Family Dwelling Unit.
- (m) "Southampton" shall mean and refer to the lands in the City of Augusta, Richmond County, Georgia, which have been subjected to this Declaration and which are shown on the Development Plan.
- (n) "Tenant" shall mean and refer to the lessee under a written agreement for the rent and hire of a Family Dwelling Unit.
- (o) "Unsubdivided Land" shall mean and refer to all land which has been subjected to the terms of this Declaration and which has not been subdivided into Residential Lots through metes and bounds subdivision plats filed for record in the Office of the Clerk of the Superior Court of Richmond County, Georgia. For the purposes of this Declaration, the following classifications of property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof.
 - (1) All lands committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association.
 - (2) All lands designated on the Development Plan for intended use, or by actual use if applicable, for outdoor recreation facilities or open spaces.
 - (3) All lands designated or used, in any way, as Common Properties.

ARTICLE II

Section 1. Existing Property. The real property which is, and shall be held transferred, sold, conveyed, given, donated, leased, occupied subject to these Covenants is described as follows:

All that tract or parcel of land situate, lying and being in
the City of Augusta, Richmond County, Georgia, which
is more particularly described in Exhibit "A" attached hereto
and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the "Existing Property." The Company intends to develop the Existing Property in accordance with a Development Plan

which it has had prepared and which will be displayed upon request by its sales agents. The Company reserves the right to review and modify the Development Plan at its sole option. The Development Plan shall not bind the Company, its successors and assigns to adhere to the Development Plan in the development of the land shown thereon. Subject to its right to modify the Development Plan as stated herein, the Company shall convey to the Association properties designated for such conveyance on the Development Plan. Once conveyed to the Association these properties shall become Common Properties. The Company shall have full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association of the financial obligations of the Members of the Association.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) Mergers. Upon merger or consolidation of the Association with another association, as provided for in the Bylaws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the Properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Existing Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the Covenants established by this Declaration within the Properties, including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner and the Company shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have two types of regular voting membership.

TYPE "A": Type "A" Members shall be all Owners of Residential Lots, Family Dwelling Units, and Unsubdivided Land, except the Company so long as it is a Type "B" Member. Each Type "A" Member shall be entitled to one vote regardless of the number of properties which he might own or the size or value of such properties.

TYPE "B": The Type "B" Member shall be the Company. The Type "B" Member shall be entitled to the same number of votes as are cumulatively held from time to time by all Type "A" Members plus one vote. The Company shall continue as a Type "B" Member until January 1, 2015, or such earlier time as it might, in its sole discretion, elect to relinquish

such membership. At such time as the Company ceases to be a Type "B" Member, it shall be a Type "A" Member if it is an owner.

When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property or if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners and designating one Owner (or in the case of a corporation, one of its officers) to cast the vote which is attributable to such property.

The principles of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of three (3), five (5), seven (7), nine (9), or eleven (11) Members. Initially, the Board shall consist of three (3) Members, with the number in the subsequent years to be determined by the Members of the Board of Directors as provided for in the Bylaws of the Association. Election of the Board of Directors shall be by the Members as provided in the Bylaws.

Section 4. Members to Have Power of Referendum in Certain Instances. Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, the levy by the Association of any special assessment, the increase of maximum assessments by the Association in excess of that provided for herein, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one (51%) per cent, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a referendum without complying with the provisions therefore.

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast sixty(60%) percent of the total vote of the membership shall constitute a quorum. In the event the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 5, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when

the proposed action is the amendment of this Declaration and the quorum requirement established by Article VIII, Section 2, shall govern in that instance. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing, provided, however, that proxies shall not be allowed for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 7. Ballots By Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against each motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 5 of this Article III. Such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment in Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every guest or Tenant of any Member shall have an easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with title of every Residential Lot or Family Dwelling Unit.

A Member's spouse and dependent children shall have the same easement of enjoyment hereunder as a Member.

Section 2. Title to Common Properties. The Company shall have the option to convey to the Association, at no cost to the Association, by deed those parcels of land and facilities regarded as Common Properties.

All said parcels of land may be conveyed to the Association subject to:

- (a) all restrictive covenants of record at the time of the conveyance; and
- (b) all existing mortgages, provided, however, that in no event shall the Association be obligated to assume the payment of the principal or interest on any such mortgages. The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association shall continue to be the sole obligation of the Company.

Section 3. Extent of Members Easements. The easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to suspend the rights and easements of enjoyment of any Member or Tenant or guest of any Member for any period during which the payment of any assessment

against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.

- (b) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties.
- (c) The right of the Association to give or sell all or any part of the Common Properties including lease-hold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 5, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.
- (d) The rights of reversion of the lessor of any Common Properties leased by the Association upon expiration of the lease.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot or Family Dwelling Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and cost of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a

Residential Lot or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Regular Annual Assessment. The regular annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, repair, enhancement, enlargement and operation of the Common Properties, and to provide services with the Association is authorized to provide.

Section 3. Application of "Maximum" Assessment. The regular annual assessment shall be levied by the Association in an amount not to exceed the maximum assessment as set forth in the schedule herein below, and such maximum is annually increased pursuant to the provisions of this Declaration. If the Board of Directors of the Association, by majority vote, determines that the functions of the Association may be properly funded by an assessment less than the maximums set out below, the Association may levy an assessment in such lesser amount. Any time the actual regular assessment levied by the Association is less than the maximum annual assessment, such decrease shall be in the same proportion between Residential Lots and Family Dwelling Units as the maximum assessments permitted against such types of property. The levy of a regular annual assessment less than the maximum regular assessment in one year shall not affect the Board's right to levy the maximum regular annual assessment in subsequent years. If the Board of Directors shall levy less than the regular annual assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental regular annual assessment. In no event shall the sum of the initial and supplemental regular annual assessments for that year exceed the applicable maximum regular annual assessment.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the maximum regular annual assessment, it may call a Referendum to vote on the question of approving a specified increase in such maximum assessment. Should two-thirds (2/3) of the votes cast in such Referendum be in favor of such specified increase the proposed increased assessment shall be levied. An increase in the maximum regular annual assessment which is limited to one year shall in no way affect assessments for subsequent years.

- (a) The maximum regular annual assessment shall be the sums calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3(f) or as may be increased as herein otherwise provided:

<u>Property Type</u>	<u>Maximum Regular Annual Assessment</u>
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Residential Lots	\$30.00
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Family Dwelling Units	\$100.00
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- (b) Property shall not be classified for purposes of these Covenants and these regular annual assessments as a Residential Lot or Family Dwelling Unit until the first day of the calendar year following the year in which such Property meets the requirements of one of the categories. For purposes of determining assessments, real property shall be deemed to be improved only after the improvements being constructed thereon are determined by the Board of Directors of the

Association to be substantially complete. A lot bought by a builder for purposes of building a speculative home shall not be assessed until the January following a twelve (12) month construction period unless the home has been sold. Lots owned by the Company shall not be assessed. Builders of pre-sold or speculative homes shall not have use of any community amenities.

- (c) The regular annual assessment shall be billed annually in February of each year. All regular annual assessment bills shall be due and payable ninety (90) days from the date of mailing. The Board of Directors may, at its discretion, allow monthly, semi-annual or quarterly installment payments of regular annual assessments on property owned by Members other than the Company.
- (d) For purposes of calculating the regular annual assessment, property shall be characterized as of January 1 of each year and the annual assessment based on the character of the property as of January 1 of that particular calendar year.
- (e) All assessments charged to the Association shall be rounded off to the nearest dollar.
- (f) From and after January 1, 2009, the maximum regular annual assessment shall be increased each year by the Board of Directors of the Association by an amount not in excess of five (5%) per cent per year over the previous year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, U.S. City Average, (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas" whichever of these two percentage figures is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year in its own discretion. In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.
- (g) If the Board of Directors of the Association determines by a majority vote that it is necessary to permanently raise the amount of the maximum regular annual assessment other than the amount provided for in Article V, Section 3(f), in order to properly fund the important and essential functions of the Association it may call a Referendum to vote on the question of approving a specified permanent increase in such maximum assessment. An increase in the maximum regular annual assessment, other than that provided for in Article V, Section 3(f), shall be made only upon the favorable vote of two-thirds (2/3) of the votes cast in such a Referendum. The proportionate amount of any such increase in the maximum regular annual assessment shall be the same for Residential Lots, Family Dwelling Units, or Unsubdivided Lands. Any permanent increase in the maximum assessment which is made disproportionately shall be done only upon the favorable vote of seventy-five (75%) percent of the votes cast in a Referendum and the favorable vote of seventy-five (75%) per cent of the votes cast in such Referendum by the Members of the classes whose proportionate share of the maximum regular annual assessment is being increased.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual regular assessments authorized by Section 3 hereof, the Association may levy special assessments for the following purposes:

- (a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties including the necessary fixtures and personal property related thereto;
- (b) For additions to the Common Properties;
- (c) To provide for the necessary facilities and equipment to offer the services authorized herein;
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Before any special assessment is levied by the Association, it must receive the assent of a majority of the votes of the Members responding to a Referendum. In mailing out the ballot for the Referendum the Association shall include in the material one statement from those Directors favoring the special assessment and one statement from those Directors opposing the special assessment (if any) containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may make in any one year an annual assessment up to the maximum set forth in Section 3 of this Article plus an additional special assessment or assessments. Such special assessment(s) in any one year may not exceed a sum equal to the amount of the maximum regular annual assessment for such year except for emergency or repairs required as a result of storm, fire, flood, wind, natural disaster or other casualty loss. The fact that the Association has made an annual assessment for an amount up to the permitted maximum shall not affect its right to make a special assessment during the year.

The proportion of each special assessment to be paid by the owners of the various classifications of assessable property shall be equal to the proportion of the regular assessments made for the assessment year during which such special assessments are approved by the Members.

Section 5. Reserve Funds. The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, (b) for emergency and other repairs required as a result of storm, fire, flood, wind, natural disaster, or other casualty loss, and (c) initial costs of any new service to be performed by the Association.

Section 6. Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the Bylaws of the Association.

Section 7. Quorum for any Action Authorized Under This Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not present at any such

meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership of the Association.

Section 8. Date of Commencement of Annual Assessments. Due Date. Notwithstanding anything in the foregoing to the contrary, the regular annual assessment provided for herein shall commence no earlier than January 1, 2009.

Section 9. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If the regular annual assessment or any special assessment is not paid on or before past due date which shall be established by the Board of Directors, then such assessment shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law from the past due date and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, successors, and assigns.

If the assessment is not paid within thirty (30) days after the past due date, the Association may at its election bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney at law for collection, there shall be added to the amount of such assessment all costs of collection including but not limited to fifteen (15%) percent of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees.

Section 11. Subordination of the Lien to Deeds to Secure Debt. The lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds to secure debt now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by the creditor to a subsequent Owner, provided, however, that the creditor shall not be liable for assessments until it has held title to the property for more than one (1) year. Sums collected by foreclosure of said deed to secure debt shall be applied first to the indebtedness secured thereby and all cost of collection, second to past due assessment and third to assessments which have accrued but have not become due and payable.

Section 12. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee in conveyances made for the purpose of granting utility easements;
- (b) All Common Properties;
- (c) Property which is used in the maintenance and service of facilities within Common Properties.
- (d) Lots owned by the Company.

Section 13. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a Statement of Revenues, Costs and Expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000.00. Such officer shall furnish to each Member of the Association who may make request therefore in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 14. Annual Budget. The Board of Directors shall prepare and make available to all Members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own, lease and/or maintain Common Properties, equipment, furnishings, and improvements devoted to the following uses:

- (a) For entryways to the Properties;
- (b) For sidewalks, walking paths or trails and bicycle paths throughout the Properties;
- (c) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire stations and fire fighting equipment and buildings used in maintenance functions;
- (d) For providing any of the services which the Association is authorized to offer under this Declaration;
- (e) For purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 4 of this Article.

Section 2. Services. The Association shall be authorized but not required to provide the following services:

- (a) Cleanup of trash, litter and any other unsightly or hazardous conditions around or along all ponds and other Common Properties within the Properties and also around or along all roads, roadways, roadway medians, parkways and all other public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
- (b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;
- (c) Lighting of roads, sidewalks and walking paths throughout the Properties;
- (d) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Existing Property, and assistance in the apprehension and prosecution of persons who violate the laws of Georgia within the Properties;
- (e) Fire protection and prevention;
- (f) Garbage and trash collection and disposal;
- (g) Insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement any service which may be provided by the state and local governments;
- (h) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
- (i) To take any and all actions necessary to enforce all covenants and restrictions affecting the properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;
- (j) To set up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose;
- (k) To provide day care and child care services;
- (l) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
- (m) To construct improvements on Common Properties for use for any of the purposes or as may be required to provide the services as authorized in this Article;
- (n) To provide administrative services including but not limited to: legal, accounting and financial, and communication services informing Members of activities, notice of meeting, Referendums, etc., incident to the above listed services;
- (o) To provide liability and hazard insurance covering improvements and activities on the Common Properties; and
- (p) To provide any or all of the above listed services to another association of owners of real property under a contract, the terms of which must be approved by the Board of Directors.

Section 3. Reduction of Services. During the calendar year of 2005, the Board of Directors of the Association shall define and list a minimum level of services which shall be furnished by the Association. So long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association shall not reduce the level of services it furnishes below such minimum level without first obtaining the written consent of the Company.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 3 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special assessments shall be submitted for Referendum as herein provided. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced (but not below the level of services set out in Section 3 above) at any time upon the affirmative vote of fifty-one (51%) percent or more of those voting in a Referendum conducted by the Board of Directors.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions. The Company may make loans to the Association, subject to the approval by the Company of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Anything in this Declaration to the contrary notwithstanding, the Association shall not be allowed to reduce the maximum amount of the regular annual assessment at any time there are outstanding any amounts due the Company as repayment of any loans made by the Company to the Association.

ARTICLE VII

ARCHITECTURAL REVIEW

Section 1. Architectural Review. No building, wall, fence, swimming pool, or other structure shall be commenced, erected or maintained upon the Common Properties, nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony with surrounding structures and topography, by the Company, its successors or assigns. This paragraph shall not apply to any property utilized by a governmental entity or institution.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable to the Association, the Company and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period this Declaration 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 (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty (20) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. The Company specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, from the date hereof until January 1, 2009, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which is no event shall be less than sixty (60) days after

the date of the meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such addendum shall be recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia. So long as the Company is a Type B Member, no amendment of this Declaration shall be made without the consent of the Company.

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of real property shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. 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 wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of this Declaration.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company contemplated under this Declaration, 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 and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9. Termination of Association. In the event that this declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within five (5) years of the date of recording this Declaration, all Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties, as Trustee for the use and benefit of Owners within the Properties as set forth below. If said adjudication shall occur on a date more than seven (7) years after the date of recording this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Superior Court of Richmond County, Georgia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

- (a) Each Lot or Family Dwelling Unit located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such Lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such annual assessment on any particular Lot or Family Dwelling Unit shall not exceed the amount actually assessed against that Lot or Family Dwelling Unit in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.
- (b) The maximum annual assessment which may be charged by the Company or Trustee hereunder on any particular Lot or Family Dwelling Unit may be automatically increased each year by either five (5%) percent or the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index, U.S. City Average, (hereafter "C.P.I.") issued by the U.S. Bureau of Labor Statistics in its monthly report entitled "The Consumer Price Index, U.S. City Average and Selected Areas," whichever of these two percentage figures is larger. The actual amount of such increase in the regular maximum annual assessment on a Lot

or Family Dwelling Unit shall equal the regular maximum annual assessments on such Lot or Family Dwelling Unit for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

- (c) Any past due annual assessment together with interest thereon at the maximum rate of interest permitted by law from the due date and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the annual assessment became past due, and it shall also constitute and become a charge and continuing lien on the Lot or Family Dwelling Unit and all improvements thereon against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.
- (d) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Company nor the Trustee shall have the obligations to provide for operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessment have been exhausted.
- (e) The Company shall have the right to convey title to the Common Properties and to assign its right and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed here.
- (f) The Trustee or the Company shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) percent of the Owners of property within the Properties or in the alternative, shall be found to be in the best interest of the Owners of property within the Properties by the Superior Court of Richmond County, Georgia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee or the Company in the operation, maintenance, repair and upkeep of the Common Properties, then the remainder shall be distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the maximum annual assessment on property owned by a particular Owner bears to the total maximum annual assessments for all property located within the Properties.

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

Signed, sealed and delivered

In the presence of:

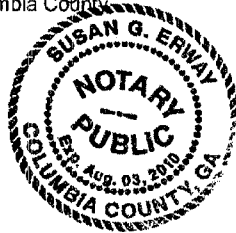
Heather Mitchell

Witness

Susan G. Erway

Notary Public, Columbia County

Georgia



COEL Development, Co., Inc.

BY: BBBefz
As Its President

Attest: Markus C. Kumpf
As Its Secretary

Stephen Beazley Builders, Inc.

BY: Step Beazley
As Its President

Attest: Markus C. Kumpf
As Its Secretary

EXHIBIT A

All that tract or parcel of land situate, lying and being in the City of Augusta, Richmond County, Georgia, containing a total of 14.05 acres, and being more particularly described by reference to a certain plat of SOUTHAMPTON Section Four-A, prepared by Southern Partners, which is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat F.

All that tract or parcel of land situate, lying and being in the City of Augusta, Richmond County, Georgia, containing a total of 10.02 acres, and being more particularly described by reference to a certain plat of SOUTHAMPTON Section One prepared by Southern Partners, which is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat G.

Filed in this office:
Augusta - Richmond County
11/08/2007 09:21:54.00
Elaine C. Johnson
Clerk of Superior Court

D WRIGHT MCLEOD
2556 TOBACCO RD
SUITE C
HEPHZIBAH, GA 30815

Book 01151:0676 Augusta - Richmond County
2007056429 11/08/2007 09:21:54.01
\$36.00 DECLARATION RESTRICTIVE COVENA

2007056429 Augusta - Richmond County

DECLARATION OF RIGHTS, RESTRICTIONS

AFFIRMATIVE OBLIGATIONS AND CONDITIONS

APPLICABLE TO SOUTHAMPTON SECTION ONE AND SECTION FOUR-A

WHEREAS, Coel, Inc. (hereinafter referred to as Company), a corporation organized and existing under the laws of the State of Georgia is the owner of certain lands located in Richmond County, Georgia, which it is developing into a community known as

SOUTHAMPTON

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 SOUTHAMPTON, Section Four-A, dated August 13, 2007, prepared for Nordahl & Company, Inc. by Southern Partners, Inc., and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat F AND the following lots, tracts, or parcels of land shown on a certain plat of survey of SOUTHAMPTON, Section One, dated July 19, 2007, prepared for Nordahl & Company, Inc. by Southern Partners, Inc. by Southern Partners, Inc. and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat G.

Lots 1-7, Block A - Inclusive

Lots 1 - 11, Block B - Inclusive

Lots 1-4, Block C - Inclusive

Lots 21-34, Block C - Inclusive

Lot 1, Block D

Lots 1-5, Block F - Inclusive

Lots 1-2, Block G - Inclusive

And such additional lands as may be placed from time to time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby or subjected hereto in the future and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE I

DEFINITIONS

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

- (A) "Company" shall mean and refer to Coel, Inc., and its successors and assigns.
- (B) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions.
- (C) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan prepared by the Company as the same may be revised from time to time by the Company or as indicated on Recorded plats or other Recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.
- (D) "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown on a Recorded plat on which has been constructed a single-family detached dwelling or which if unimproved is intended for use as a site for a single-family detached dwelling.
- (E) "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representative, heirs, assigns, successors, tenants, guests, invitees and licensees.
- (F) "Property" shall mean and refer to the land described in Exhibit A attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.
- (G) "Recorded" means recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia.
- (H) "SOUTHAMPTON" shall mean and refer to the property and the community being developed thereon.
- (I) "Association" shall mean and refer to SOUTHAMPTON 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 SOUTHAMPTON Community Association, Inc. Covenants and restrictions are under separate cover.

ARTICLE III

RESIDENTIAL USE, BUILDINGS AND LOCATIONS OF STRUCTURES

1. Use of Lots. All Lots shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. The use of a portion of a dwelling on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if it is used as an office only by the resident of the dwelling and such use does not create customer or client traffic to and from the Lot. No mobile home, tent, barn or other similar outbuilding or structure or any structure of a temporary character shall be placed on any Lot in SOUTHAMPTON 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. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building. 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 Richmond 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 than the minimum building line as shown on the Recorded subdivision plats depicting said Lot; nor shall any building of any kind or character be erected within ten (10) feet of any side property line of a lot. The main residential building on each Lot shall not be

erected within twenty-five (25) feet of the rear Lot line. However, swimming pools, other recreational amenities and auxiliary buildings not to be used as sleeping quarters may be constructed to within ten (10) feet of a rear Lot line. 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.

Zoning Restrictions. Zoning ordinances, restrictions and regulations of the Augusta-Richmond 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.

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

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

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

8. 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.

9. 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.

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

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

All fence treatment applied must be approved by the Architectural Control Committee and must either be clear so as to retain the natural color of the wood or must be in the colors known as "Smoked Pearl Veneer" or "Plateau Grey Veneer" by ICI Paints. Specifications and recommended suppliers of these colors may be obtained from the Architectural Control Committee, although each Owner shall be free to obtain the treatments from any supplier as long as the specifications are met.

All fences facing any road shall be constructed in the "shadow box" style, no more than six (6) feet high with six (6) inch dog-eared pickets. The balance of the rear yard may be fenced with the same type fencing or chain link type fencing.

11. Parking No parking is permitted by County regulations and these Covenants in Southampton along the curb.

ARTICLE IV

UTILITY AND DRAINAGE EASEMENTS

1. Reservation of Easement. The Company reserves unto itself, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear five (5) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the resubdivision or the altering of any Lot under Article III, paragraph 4, hereof, this easement shall apply to the Lot as altered or resubdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial Recorded plat. Where a larger easement is shown on any Recorded plat or other Recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

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

ARTICLE V

LAND USE RESTRICTIONS

1. Animals. No poultry, swine, cows, goats, horses, mules or other farm animals or fowl or bait farms shall be maintained on any Lot. No more than two (2) 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 secured by a leash or lead, or under the control of a responsible person 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.

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

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

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

5. Vehicles. No vehicle of any type (including but not limited to automobiles, motorcycles, boats, trailers, buses, motor homes and campers) other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any portion of the Property or on the streets and roads running through the property except during the period of construction of a dwelling unit or units thereon; provided, however, that campers, buses, boats and boat trailers, motorcycles, camping trailers, or other types of trailers or trucks used for purely recreational purposes may be parked or maintained on a lot, but only if parked or maintained in a garage or in a screened area where they are not visible from streets or roads running through the property.

6. Hobbies. The pursuit of hobbies or other activities, including, without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot. At no time shall any portable, permanent or temporary type of sports equipment such as, but not limited to, basketball hoops, be permitted in the front yard, street, or driveways of any lot, or portion of a corner lot unless fenced.

7. Driveways and Walks. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible

with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created. Driveways and walks shall be of a permanent material, such as concrete or asphalt.

8. 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.

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

Any property identification signs for each Lot may not be erected unless they have received the prior written approval of the Architectural Control Committee. The style and size of the mailbox will be specified by the Architectural Control Committee and will be uniform throughout the property.

In the event that a mailbox serving a Lot is damaged or removed, the Association shall contract for the repair or replacement of same and bill the Owner of said Lot for the cost of the service at the amount of the actual cost of the service. The Association will re-paint each mailbox post as required.

10. 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.

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

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

12. Erosion Control. In order to implement effective and adequate erosion

control and protect the purity and beauty of lakes, ponds and streams, the Company, its successors and assigns, and its agents shall have the right to enter upon any portion of the property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the Owner. If said Owner fails to take the specified correction action immediately, the Company shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by said Owner of that portion of the Property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Company to perform grading work or to construct or maintain erosion prevention devices.

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

14. 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.

15. Sewage Disposal. No individual sewage-disposal system shall be permitted

on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Health and Environmental Control. Approval of such systems as installed shall be obtained from such authority.

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

Provided further, if an Owner or an agent of said Owner, either intentionally or negligently damages any portion of the Lot or Common Area so as to create a health or safety hazard to adjoining Lots or Areas, or to create a nuisance or to be unsightly and not in keeping with the quality of Southampton 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 any structure in violation of these restrictions, to enter upon such 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.

3. 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.

4. 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.

5. 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 SOUTHAMPTON 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 Clerk of the Superior Court of Richmond County, Georgia.

6. 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.

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

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

Dated this the 6 day of November, 2007.

Signed, Sealed and Delivered

In the Presence of:

Walter Mitchell

COEL, INC.

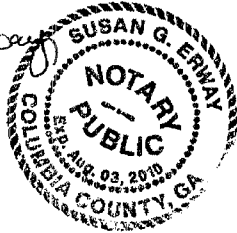
BY: BBB Refy

As Its President

Attest: Mark C. King

As Its Secretary

Susan G. Erway



STEPHEN BEAZLEY BUILDERS, INC.

BY: Stephen Beazley

As Its President

Attest: Mark C. King

As Its Secretary

EXHIBIT A

All that tract or parcel of land situate, lying and being in the City of Augusta, Richmond County, Georgia, containing a total of 14.05 acres, and being more particularly described by reference to a certain plat of SOUTHAMPTON Section Four-A, prepared by Southern Partners, which is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat F.

All that tract or parcel of land situate, lying and being in the City of Augusta, Richmond County, Georgia, containing a total of 10.02 acres, and being more particularly described by reference to a certain plat of SOUTHAMPTON Section One prepared by Southern Partners, which is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 56, Plat G.

Filed in this office:
Augusta - Richmond County
11/08/2007 09:21:54.01
Elaine C. Johnson
Clerk of Superior Court

McLeod & Dowling
4420 Evans to Locks Road
Evans, GA 30809

Book 01154:1807 Augusta - Richmond County
2007059511 12/05/2007 09:57:05.00
\$14.00 DECLARATION RESTRICTIVE COVENA

2007059511 Augusta - Richmond County

STATE OF GEORGIA
COUNTY OF RICHMOND

**AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS, AND COMMUNITY ASSOCIATION PERTAINING
TO SOUTHAMPTON, SECTION ONE AND SECTION FOUR-A**

This Amendment to those Covenants, Restrictions, Easements, and Community Association Pertaining to Southampton Subdivision, Section One and Section Four-A, and all Amendments thereto, is made and published this 4th day of December, 2007 by Coel Development Co., Inc. and Stephen Beazley Builders, Inc., Georgia Corporations ("Developer".)

WITNESSETH:

WHEREAS, Developer, by Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A, dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0676-0689, did publish and declare a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A; and

WHEREAS, Developer, by Declaration of Covenants and Restrictions Establishing and providing for Southampton Community Association, Inc. dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0656-0675, did publish Covenants and Restrictions pertaining to Southampton Subdivision, Section One and Section Four-A; and

WHEREAS, the aforementioned Covenants, Restrictions, Easements and Community Association and Amendments thereto and the legal descriptions incorporated therein refer to the tracts, parcels, lots, and real property comprising Southampton Subdivision, Section One and Section Four-A;

WHEREAS, the Developer desires to amend certain provisions of the aforementioned Covenants and Amendments hereto:

NOW THEREFORE, Article III, Section 11 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article III.11 Parking.

No permanent parking is permitted along the curb.

NOW THEREFORE, Article V, Section 5 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article V.5 Vehicles.

No parking of commercial trucks (two tons and over), trailers, recreational vehicles, or mobile homes shall be permitted on the street or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, travel trailers, vans, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length may be kept on a Lot only if parked in a closed garage at all times and never on the street or driveway. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, travel trailers, under six (6) feet in height, motorcycles, motorbikes, and/or water craft and water craft trailers under twenty (20) feet in length are parked in the completely fenced rear yard so that they are not visible from the street. No trailer, boat, or equipment of any kind may be parked in the front or side (defined as that portion of a Lot extending forward to the street from a perpendicular line running between the rear corners of a dwelling to the side boundary line of a Lot) of any Lot under any circumstances. A car or small truck may be parked on the side if paved.

Developer does hereby amend the Covenants, Restrictions, Easements and Community Association applicable to Southampton Section One and Section Four-A, and all Amendments thereto, by amending Article III, Section 11, and Article V, Section 5 as set forth above.

EXCEPT as specifically modified herein, the Covenants, Restrictions, Easements and Community Association and all Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants cause these presents to be executed, under seal, by their duly authorized officers the day and year first above written.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4
DAY OF December, 2007.

COEL DEVELOPMENT CO., INC.

BY: BB Begley

President

Heather Mitchell

WITNESS

STEPHEN BEAZLEY BUILDERS, INC.

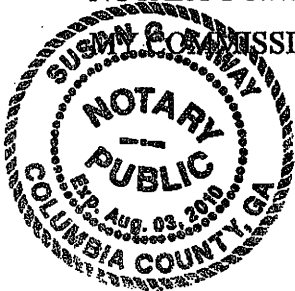
BY: Stephen Beazley

President

Susan H. Conway

NOTARY PUBLIC

COMMISSION EXPIRES: Aug 3, 2010



Filed in this office:
Augusta - Richmond County
12/05/2007 09:57:05.00
Elaine C. Johnson
Clerk of Superior Court

McLeod & Dowling
4420 Evans to Locks Road
Evans, GA 30809

Book 01154:1807 Augusta - Richmond County
2007059511 12/05/2007 09:57:05.00
\$14.00 DECLARATION RESTRICTIVE COVENA

2007059511 Augusta - Richmond County

STATE OF GEORGIA
COUNTY OF RICHMOND

**AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS, AND COMMUNITY ASSOCIATION PERTAINING
TO SOUTHAMPTON, SECTION ONE AND SECTION FOUR-A**

This Amendment to those Covenants, Restrictions, Easements, and Community Association Pertaining to Southampton Subdivision, Section One and Section Four-A, and all Amendments thereto, is made and published this 4th day of December, 2007 by Coel Development Co., Inc. and Stephen Beazley Builders, Inc., Georgia Corporations ("Developer".)

WITNESSETH:

WHEREAS, Developer, by Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A, dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0676-0689, did publish and declare a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A; and

WHEREAS, Developer, by Declaration of Covenants and Restrictions Establishing and providing for Southampton Community Association, Inc. dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0656-0675, did publish Covenants and Restrictions pertaining to Southampton Subdivision, Section One and Section Four-A; and

WHEREAS, the aforementioned Covenants, Restrictions, Easements and Community Association and Amendments thereto and the legal descriptions incorporated therein refer to the tracts, parcels, lots, and real property comprising Southampton Subdivision, Section One and Section Four-A;

EXCEPT as specifically modified herein, the Covenants, Restrictions, Easements and Community Association and all Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants cause these presents to be executed, under seal, by their duly authorized officers the day and year first above written.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4
DAY OF December, 2007.

COEL DEVELOPMENT CO., INC.

BY: BB Begley

President

Walter Mitchell

WITNESS

STEPHEN BEAZLEY BUILDERS, INC.

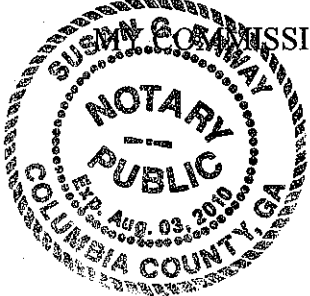
BY: Stephen Beazley

President

Susan H. Conway

NOTARY PUBLIC

COMMISSION EXPIRES: Aug 3, 2010



WHEREAS, the Developer desires to amend certain provisions of the aforementioned Covenants and Amendments hereto:

NOW THEREFORE, Article III, Section 11 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article III.11 Parking.

No permanent parking is permitted along the curb.

NOW THEREFORE, Article V, Section 5 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article V.5 Vehicles.

No parking of commercial trucks (two tons and over), trailers, recreational vehicles, or mobile homes shall be permitted on the street or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, travel trailers, vans, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length may be kept on a Lot only if parked in a closed garage at all times and never on the street or driveway. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, travel trailers, under six (6) feet in height, motorcycles, motorbikes, and/or water craft and water craft trailers under twenty (20) feet in length are parked in the completely fenced rear yard so that they are not visible from the street. No trailer, boat, or equipment of any kind may be parked in the front or side (defined as that portion of a Lot extending forward to the street from a perpendicular line running between the rear corners of a dwelling to the side boundary line of a Lot) of any Lot under any circumstances. A car or small truck may be parked on the side if paved.

Developer does hereby amend the Covenants, Restrictions, Easements and Community Association applicable to Southampton Section One and Section Four-A, and all Amendments thereto, by amending Article III, Section 11, and Article V, Section 5 as set forth above.

McLeod & Dowling
4420 Evans to Locks Road
Evans, GA 30809

Book 01154:1807 Augusta - Richmond County
2007059511 12/05/2007 09:57:05.00
\$14.00 DECLARATION RESTRICTIVE COVENA

2007059511 Augusta - Richmond County

STATE OF GEORGIA
COUNTY OF RICHMOND

**AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS, AND COMMUNITY ASSOCIATION PERTAINING
TO SOUTHAMPTON, SECTION ONE AND SECTION FOUR-A**

This Amendment to those Covenants, Restrictions, Easements, and Community Association Pertaining to Southampton Subdivision, Section One and Section Four-A, and all Amendments thereto, is made and published this 4th day of December, 2007 by Coel Development Co., Inc. and Stephen Beazley Builders, Inc., Georgia Corporations ("Developer".)

WITNESSETH:

WHEREAS, Developer, by Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A, dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0676-0689, did publish and declare a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A; and

WHEREAS, Developer, by Declaration of Covenants and Restrictions Establishing and providing for Southampton Community Association, Inc. dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0656-0675, did publish Covenants and Restrictions pertaining to Southampton Subdivision, Section One and Section Four-A; and

WHEREAS, the aforementioned Covenants, Restrictions, Easements and Community Association and Amendments thereto and the legal descriptions incorporated therein refer to the tracts, parcels, lots, and real property comprising Southampton Subdivision, Section One and Section Four-A;

WHEREAS, the Developer desires to amend certain provisions of the aforementioned Covenants and Amendments hereto:

NOW THEREFORE, Article III, Section 11 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article III.11 Parking.

No permanent parking is permitted along the curb.

NOW THEREFORE, Article V, Section 5 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article V.5 Vehicles.

No parking of commercial trucks (two tons and over), trailers, recreational vehicles, or mobile homes shall be permitted on the street or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, travel trailers, vans, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length may be kept on a Lot only if parked in a closed garage at all times and never on the street or driveway. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, travel trailers, under six (6) feet in height, motorcycles, motorbikes, and/or water craft and water craft trailers under twenty (20) feet in length are parked in the completely fenced rear yard so that they are not visible from the street. No trailer, boat, or equipment of any kind may be parked in the front or side (defined as that portion of a Lot extending forward to the street from a perpendicular line running between the rear corners of a dwelling to the side boundary line of a Lot) of any Lot under any circumstances. A car or small truck may be parked on the side if paved.

Developer does hereby amend the Covenants, Restrictions, Easements and Community Association applicable to Southampton Section One and Section Four-A, and all Amendments thereto, by amending Article III, Section 11, and Article V, Section 5 as set forth above.

EXCEPT as specifically modified herein, the Covenants, Restrictions, Easements and Community Association and all Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants cause these presents to be executed, under seal, by their duly authorized officers the day and year first above written.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4
DAY OF December, 2007.

COEL DEVELOPMENT CO., INC.

BY: BB Begley

President

Walter Mitchell

WITNESS

STEPHEN BEAZLEY BUILDERS, INC.

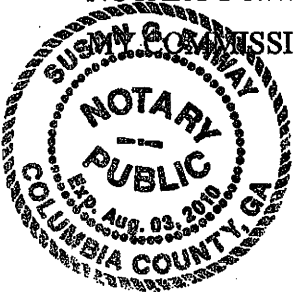
BY: Stephen Beazley

President

Susan H. Conway

NOTARY PUBLIC

COMMISSION EXPIRES: Aug 3, 2010



Filed in this office:
Augusta - Richmond County
12/05/2007 09:57:05.00
Elaine C. Johnson
Clerk of Superior Court

McLeod & Dowling
4420 Evans to Locks Road
Evans, GA 30809

Book 01210:1353 Augusta - Richmond County
2009009343 03/20/2009 10:41:10.00
\$18.00 DECLARATION RESTRICTIVE COVENA

2009009343 Augusta - Richmond County

STATE OF GEORGIA

COUNTY OF RICHMOND

**AMENDMENT TO COVENANTS, RESTRICTIONS, EASEMENTS, AND COMMUNITY
ASSOCIATION PERTAINING TO SOUTHAMPTON, SECTION ONE, SECTION FOUR-A,
SECTION IV-B, AND SECTION V**

This Amendment to those Covenants, Restrictions, Easements, and Community Association Pertaining to Southampton Subdivision, Section One, Section Four-A, Section IV-B and Section V and all Amendments thereto, is made and published this 6th day of March, 2009 by Coel Development Co., Inc. and Stephen Beazley Builders, Inc., Georgia Corporations ("Developer".)

WITNESSETH:

WHEREAS, Developer, by Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A, dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151, Pages 0676-0689, did publish and declare a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A; and

WHEREAS, Developer, by Declaration of Covenants and Restrictions Establishing and providing for Southampton Community Association, Inc. dated June 3, 2008, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01178, Pages 1679-1680, did publish Covenants and Restrictions pertaining to Southampton Subdivision, Section IV-B and Section V; and

WHEREAS, Developer, by Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section IV-B and Section V, dated November 6, 2007, recorded in the Office of the Clerk of Superior Court Richmond County, Georgia at Deed Book 01151,

Pages 0676-0689, did publish and declare a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton, Section One and Section Four-A; and

WHEREAS, the aforementioned Covenants, Restrictions, Easements and Community Association and Amendments thereto and the legal descriptions incorporated therein refer to the tracts, parcels, lots, and real property comprising Southampton Subdivision, Section One, Section Four-A, Section IV-B, and Section V;

WHEREAS, the Developer desires to amend certain provisions of the aforementioned Covenants and Amendments hereto:

NOW THEREFORE, Article III, Section 10 of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Southampton Section One and Section Four-A as amended to include Section IV-B and Section V, is hereby amended by deleting in its entirety and substituting in lieu thereof the following:

Article III.10 Fences and Hedges.

All fences facing any road shall be constructed in the "shadow box" style, no more than six (6) feet high with six (6) inch dog-eared pickets. The balance of the rear yard may be fenced with the same type fencing or stockade style, no more than six (6) feet high with (6) inch dog-eared pickets.

Developer does hereby amend the Covenants, Restrictions, Easements and Community Association applicable to Southampton Section One, Section Four-A, Section IV-B, and Section V, and all Amendments thereto, by amending Article III, Section 10 as set forth above.

EXCEPT as specifically modified herein, the Covenants, Restrictions, Easements and Community Association and all Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarants cause these presents to be executed, under seal, by their duly authorized officers the day and year first above written.

SWORN TO AND SUBSCRIBED

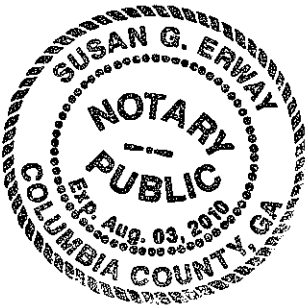
BEFORE ME THIS 11th

DAY OF March, 2009.

Julie King
WITNESS

Susan G. Erway
NOTARY PUBLIC

MY COMMISSION EXPIRES: Aug. 3, 2010

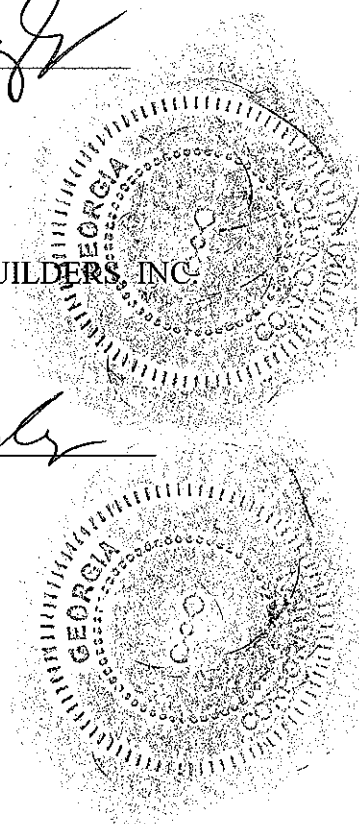


COEL DEVELOPMENT CO., INC.

BY: BBB
Bill B. Beazley
As Its: President

STEPHEN BEAZLEY BUILDERS, INC.

BY: Stephen Beazley
Stephen Beazley
As its: President



Filed in this office:
Augusta-Richmond County
03/20/2009 10:41:10.00
ELAINE C JOHNSON
Clerk of Superior Court