

GEORGIA, COLUMBIA COUNTY 6621
FILED AND RECORDED 10:10 A.M. 3-30-99
Seed BOOK 2229 PAGE 269-277
MARY W. REEVES, CLERK

Return to:
Wendell E. Johnston
P.O. Box 211509
Augusta, GA 30917-1509

STATE OF GEORGIA

COUNTY OF COLUMBIA

COVENANTS, RESTRICTIONS, EASEMENTS
AND HOMEOWNERS ASSOCIATION

This declaration of protective covenants, made and published this 3rd day of March 1999,
by WATERY BRANCH DEVELOPMENT, INC., hereinafter sometimes referred to as
"DECLARANT", the owner of certain real property in Columbia County, Georgia, further described
as follows:

ALL that lot or parcel of land, situate, lying and being in the State of Georgia, County of
Columbia, and being shown and designated as **LOTS 1 thru 13 inclusive in BLOCK A, and LOTS
1 thru 11 inclusive in BLOCK B, of CARRIAGE HILLS, SECTION ONE** and any Common
Areas on a plat prepared by Robert L. Herrington, Jr., and recorded in the Office of the Clerk of the
Superior Court of Columbia County, Georgia in Plat Cabinet D Slide 2 #5; reference hereby
being made to said plat for a more complete and accurate description of the metes, bounds and
location of said property.

For the purposes of enhancing and protecting the value, attractiveness and desirability of the
tracts constituting such subdivision, Declarant hereby declares that all the real property described
above and each part thereof shall be held subject to the following easements, covenants, conditions
and restrictions which shall constitute covenants running with the land and shall be binding on all
parties having any right, title or interest in the above described property or any part thereof, their
heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Carriage Hills Owners Assn., Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

SECTION 3. "Declarant" shall mean Watery Branch Development, Inc., its successors and assigns, who may function as the owners and developers of the above described property or any adjacent parcels made a part of this subdivision.

SECTION 4. "Lot" shall mean any plot of land intended for residential use and shown on the recorded subdivision plat, with the exception of the streets, common areas and other areas clearly defined as non-residential.

SECTION 5. "Maintenance" shall mean the exercise of reasonable care to keep any buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to the original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

SECTION 6. "Member" shall mean every person or entity who holds membership in the association.

SECTION 7. "Mortgage" shall mean a conventional deed to secure debt or other incumbrance of the real property involved.

SECTION 8. "Mortgagee" shall mean the holder of the instrument described in Section 7.

SECTION 9. "Owner" shall mean the record owner, one or more persons or entities, of a fee simple title to which is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 10. "Subdivision" shall mean the subdivided real property herein and above described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

SECTION 11. "Committee" shall mean the Architectural Control Committee as established herein.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION -- VOTING RIGHTS

SECTION 1. A Georgia Nonprofit Corporation named Carriage Hills Owners Assn., Inc. will be organized so as to provide an entity to hold title to common property, operate and maintain the common property, and provide a means whereby the property owners may carry out the provisions of this agreement and such other objectives as may be given the association.

SECTION 2. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

SECTION 3. The association shall have two classes of voting members as follows:

CLASS A: Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B: The Class B member shall be Declarant, who shall be entitled to exercise four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on January 1, 2003, whichever first occurs.

ARTICLE THREE

ASSESSMENTS

SECTION 1. Lien and personal obligation of assessments: Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass on to the successors in title of such person or persons unless expressly assumed by them.

SECTION 2. Purpose of annual assessments: The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance, landscaping and repair of the common area.

(b) Electrical lighting, water and other necessary utility services for the common area.

(c) The acquisition of furnishings and equipment for the common area as may be determined by the association and such other recreational facilities as may be established.

(d) In the event that a lot and the improvements thereon are not being properly maintained and the owner fails to correct such deficiencies after reasonable and proper notice, the association shall be authorized to enter the property, cut the grass and to maintain the property in a reasonable and proper manner, 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 assessment to which such lot is subject.

SECTION 3. Annual Assessment: There shall be no annual assessments on any lots until January 1, 2003, unless a completed home is sold to a purchaser prior to that time. In the event of such a sale, the annual assessment of \$150.00 per year shall be prorated for the year in which said purchase is made and such proration shall be paid into the association upon the closing of said sale. Thereafter, the annual assessment of \$150.00 shall be due and payable in January of each year for that year. After January 1, 2003, all lot owners shall be responsible for the annual assessment. Assessments for the years commencing January 1, 2003 and thereafter, shall be as determined from time to time by the board of directors of the association.

SECTION 3. Special Assessment for capital improvements: In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

SECTION 5. Commencement and collection of annual assessments: The annual assessments provided for herein shall be paid annually in advance. Notice of annual assessment shall

be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certification signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid and shall on or before March 1st of each year, cause to be recorded in the Office of the Clerk of the Superior Court for Columbia County, a list of delinquent assessments as of December 31st of the prior year.

SECTION 6. Effect of nonpayment of assessments; remedies of the association: An assessment not paid within ten (10) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18% per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot. The cost of maintenance of individual lot as outlined in Section 2, Part D, shall be considered assessed and due at the time such work is completed.

SECTION 7. Subordination of assessment lien to mortgages: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure of any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE FOUR

ARCHITECTURAL CONTROL COMMITTEE

For the mutual protection of all of the property owners, there is established an Architectural Control Committee who shall have the responsibility of approving all improvements made within this subdivision and for advising the association in the enforcement of these covenants.

SECTION 1. "Membership": The committee shall be composed of not less than two (2) persons and initially shall be composed of Bill B. Beazley and Wendell E. Johnston, who shall serve until all lots are sold by the Developer. Thereafter, the directors of the association shall replace and designate members in such numbers and for such terms as the membership of the association may direct.

SECTION 2. "Approval Required": Before constructing a residence or building of any type including additions, alterations and renovations of existing properties, or before constructing any type of improvement including landscaping, fencing or paving, it shall be mandatory for the builder or

purchaser or property owner to first submit the building plans, specifications and plot plan showing the location of such building, any and all improvements, the landscaping, the fencing, the parking pads, and a description of the exterior including but not limited to colors, types of materials and design, and a marking of existing trees that are to be removed, an indication of the number of curb cuts to be supplied to the property, with two such cuts being the maximum allowed

SECTION 3. "Form of Application and Fee": Any and all such applications for approval shall be submitted on such form as may be approved from time to time by the Architectural Control Committee.

SECTION 4. "Total Discretion of the Committee": The committee may reject any application for approval in whole or in part, for any reason whatsoever, including its judgment of the esthetics of the improvements and such denial shall be final All applications will be reviewed within thirty days upon receipt and any application that is not rejected shall be deemed approved. No liability shall attach to any member of the committee for their performance of their duties.

SECTION 5. "Maintenance of Lots and Existing Improvements": Should that portion of a vacant lot within 35 feet of a paved road, not be maintained, or should the exterior of an existing building not be maintained, the committee may inform the property owner of such deficiencies by notice delivered by certified mail. In the event that the needed maintenance is not performed within ten (10) days of receipt of such notice, then the committee shall advise the association which may elect to perform such maintenance as is necessary and assess the lot owner for its expenses and enforce the collection of same by lien and other appropriate methods all as outlined herein.

ARTICLE FIVE

USE RESTRICTIONS

This subdivision shall be occupied and used only as follows:

SECTION 1. No work of any nature whatsoever shall be begun in the construction of any building or alterations, additions or renovations to existing buildings or any site work of any type, before the plan is approved in writing by the Architectural Control Committee as outlined in Article Four.

SECTION 2. Each lot shall be used as a residence for a single family and for no other purpose.

SECTION 3. No business, profession or trade of any kind shall be conducted on any residence with the exception of the business of the Declarant or any person or entity engaged in the

construction of a dwelling or any improvements on any lot.

SECTION 4. No sign of any kind with the exception of real estate signs shall be displayed to public view on a lot or common area without the prior written consent of the association.

SECTION 5. No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot or the common area. However, no more than two (2) household pets may be kept on lots subject to such rules and regulations as may be adopted by the association. Any pens or runs for such domestic animals shall not be visible from the street and shall be located towards the rear of a lot.

SECTION 6. No rubbish, trash, garbage or other waste materials shall be kept on any lot or the common area except in sanitary containers located in appropriate areas and concealed from public view.

SECTION 7. No outbuilding, basement, tent, shack, garage, trailer, mobile home, shed, or temporary outbuilding of any kind shall be used as a residence, either temporarily or permanently.

SECTION 8. Each owner shall, at his sole cost and expense, maintain and keep in good repair the residence, all outbuildings, fencing, and landscaping and keep the same in as good a condition as it was at the time of its initial construction, excepting only normal wear and tear.

ARTICLE SIX

PARKING

SECTION 1. No onstreet parking shall be permitted, except for vehicles used by social guests visiting an owner.

SECTION 2. The owner of each lot shall provide a parking pad of concrete or asphalt, in an area sufficient to house any and all vehicles owned and used by members of the household, visitors and guests, including family members who will be in residence 14 consecutive days, employees present on a regular basis, all boats, recreational vehicles and other such vehicles. The parking area shall be paved, screened from view, and prior to construction, its location and specifications shall be submitted to and approved by the Architectural Control Committee.

ARTICLE SEVEN

MINIMUM SIZES

SECTION 1. "Lot Size": No improvement shall be constructed on a lot having a square footage of less than as indicated on the record plat, provided that the developer may cause the re-subdivision of up to 15 developed lots, provided that the final re-subdivision shall not reduce the size of any single lot by more than 20% of its original size, and further that any such re-subdivision shall

be approved by the Planning and Zoning Commission of Columbia County, Georgia.

SECTION 2. "Size of Dwelling": No dwelling shall be erected on any lot that has less than eighteen hundred square feet of heated, furnished and livable area, exclusive of basements, garages and attics.

ARTICLE EIGHT

GENERAL PROVISIONS

The following General provisions shall apply to this subdivision.

SECTION 1. Vegetable gardens shall be located at the rear of the lot and appropriately screened.

SECTION 2 There shall be a standard and uniform mailbox used within this subdivision and the design and specification of such mailbox shall be as approved by the Architectural Control Committee.

SECTION 3. Each dwelling shall include in its construction a utility and service yard which will house any and all tanks, clothes lines, dog pens or runs, antennas, satellite dishes, and any and all other unsightly features, and shall be completed prior to occupancy of the home.

SECTION 4. Additional residential property and common area may be annexed to this subdivision and made a part hereof.

SECTION 5. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 6. These Covenants and Restrictions may be amended upon the written consent of not less than three quarters of voting members.

ARTICLE NINE

RESERVATION OF RIGHTS TO

CONNECT TO SANITARY SEWER SYSTEM

The Declarants herein reserve upon themselves or assigns the sole and exclusive right to grant easements to any third parties who may desire to connect into the sanitary sewer system and lift station installed at Declarants expense and dedicated to the Board of Commissioners of Columbia County.

ARTICLE TEN

DURATION

The covenants and restrictions of this declaration shall run with and bind the land for the

benefit of and be enforceable by the association and any member thereof for a period of twenty (20) years from the date hereof and thereafter, shall continue automatically in effect for an additional period of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three fourths (3/4) of the subdivision lots.

Executed at Augusta, Georgia on the date first above written.

WATERY BRANCH DEVELOPMENT, INC.

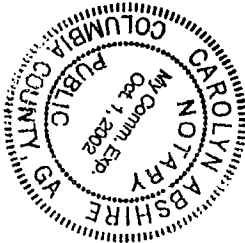
BY: W. E. Johnston
As its Secretary

(AFFIX SEAL)



Signed, sealed and delivered in the presence of:

James D. Young
Carolyn Abshire
NOTARY PUBLIC



GEORGIA, COLUMBIA COUNTY 17957
FILED AND RECORDED 3:50 P.M. 9-8-99
Deed BOOK 2330 PAGE 116-118
MARY W. REEVES, CLERK

Return to:
Wendell E. Johnston
P. O. Box 211509
Augusta, GA 30917-1509

STATE OF GEORGIA)
COUNTY OF COLUMBIA)

AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT TO PROTECTIVE COVENANTS is made and published as of this 27th day of August, 1999 by Watery Branch Development, Inc., a Georgia corporation ("Developer").

WITNESSETH:

WHEREAS, Watery Branch Development, Inc. by Declaration of Protective Covenants dated March 3, 1999, recorded in the Office of the Clerk of Superior Court for Columbia County, Georgia at Deed Book 2229, pages 269-277 did publish and declare certain Protective Covenants regarding Carriage Hills Subdivision Section One; and,

WHEREAS, the Developer desires to amend said covenants by the addition of the following Articles:

ARTICLE XI

COMMON EASEMENTS

Section 1. Each and every owner of a lot or lots in Carriage Hills is hereby granted a non-

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exclusive easement for the use of the common or recreational facilities, subject to the regulations of the Association, as the same are shown on the aforementioned plat of said subdivision or are hereafter created upon additional real estate made subject to these Declarations pursuant to Article XII hereof.

ARTICLE XII

ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

Section 1. Subject to any limitation contained in the corporate charter of the Association, additional real estate adjoining Carriage Hills which the Developer or other owners thereof may decide to add to the scheme of the development herein set forth, may be subjected to and placed within the jurisdiction of the Association upon the written designation of the Developer and such other owners, at the sole option of the Developer, extending the terms of these Declarations to such other real estate, and the same shall be effective upon the filing of same for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia. Such supplementary declarations or agreements may contain such modifications of the terms of these Declarations as may be deemed necessary or appropriate by the Developer and such other owners to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property described on the aforementioned plat of Carriage Hills. In the event that said additional real estate shall be owned by persons or entities other than the Developer, such owners shall, upon consent of the Developer and upon the filing of such supplementary declarations, be considered a developer of such additional real estate and shall be entitled to all of the rights and privileges as to such additional real estate as established for the Developer herein.

Section 2. Right to Extend Streets, etc.

The Developer reserves for itself, and for its successors or assigns, or heirs and assigns, as the case may be, the right to extend the streets, utilities, storm drainage systems, and water and sanitary sewer systems to such additional real estate as may be added to the scheme of the development as herein set forth.

IN WITNESS WHEREOF, the Developer and builders who have been conveyed lots have caused these presents to be executed by and through its duly authorized corporate officer and its

corporate seal affixed the day and the year first above written as the date of these presents.

WATERY BRANCH DEVELOPMENT, INC.

BY: W.E. Johnston CORPORATE SEAL
As its Secretary

(CORPORATE SEAL)

BILL BEAZLEY HOMES, INC.

BY: B. Beazley CORPORATE SEAL
As its President

(CORPORATE SEAL)

PIERWOOD CONSTRUCTION CO.

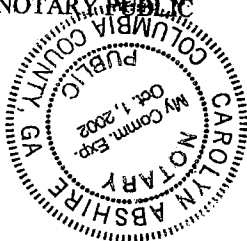
BY: [Signature] CORPORATE SEAL
As its President

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

NOTARY PUBLIC



RETURN TO:
Wendell E. Johnston
Johnston, Wilkin & Williams
P.O. Box 211509
Augusta, Georgia 30917-1509

GEORGIA, COLUMBIA COUNTY 3648
FILED AND RECORDED 12:45 PM 3-9-2000
Deed BOOK 2421 PAGE 99-100
MARY W. KEEVES CLERK

STATE OF GEORGIA)
COUNTY OF RICHMOND)

AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS AND HOMEOWNERS ASSOCIATION

THIS AMENDMENT TO COVENANTS, RESTRICTIONS, EASEMENTS AND
HOMEOWNERS ASSOCIATION is made and published as of this 6th day of March, 2000,
by Watery Branch Development, Inc., a Georgia Corporation ("Developer").

WITNESSETH;

WHEREAS, Developer by Covenants, Restrictions, Easements and Homeowners
Association dated March 3, 1999, recorded in the Office of the Clerk of Superior Court of
Columbia County, Georgia at Deed Book 2229, pages 269-277 did publish and declare certain
Protective Covenants regarding Carriage Hills Subdivision, Section One; and

WHEREAS, Developer caused said Covenants, Restrictions, Easements and Homeowners
Association to be amended by certain Amendment being record in said Clerk's Office at Deed
Book 2330, pages 116-118; and

WHEREAS, pursuant to the powers reserved by Developer in Article XII of said
Covenants, Restrictions, Easements and Homeowners Association as amended, the Developer
desires to subject the property hereinafter known as Carriage Hills, Section Two to said
Covenants, Restrictions, Easements and Homeowners Association, as amended, said property
being described as follows:

ALL those lots or parcels of land, situate, lying and being in the State of Georgia,
County of Columbia and being shown and designated as LOTS 14 thru 23,
inclusive in BLOCK A; LOTS 12 thru 22 inclusive in BLOCK B and LOTS 1 thru
5 inclusive and 57 and 58 in BLOCK C of CARRIAGE HILLS, SECTION TWO
and any Common Areas on a plat prepared by Robert L. Herrington, Jr. dated
January 12, 2000 and recorded in the Office of the Clerk of Superior Court of
Columbia County, Georgia in Plat Cabinet D, Slide 53 #4; reference hereby being
made to said plat for a more complete and accurate description of the metes,
bounds and location of said property.

NOW, THEREFORE, the Developer does hereby subject the above-described property to said Covenants, Restrictions, Easements and Homeowners Association dated March 3, 1999, as subsequently amended.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by and through its duly authorized corporate officer and its corporate seal affixed the day and the year first above written as the date of these presents.

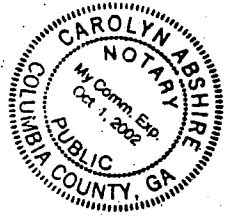
Signed, sealed and delivered
in the presence of:

Travis P. Egel
Carolyn Ashline
Notary Public, Columbia County,
GEORGIA

WATERY BRANCH DEVELOPMENT, INC.

BY: *W. E. Johnston*
As Its Secretary

CORPORATE
SEAL



RETURN TO:
Wendell E. Johnston
Johnston, Wilkin & Williams
P.O. Box 211509
Augusta, Georgia 30917-1509

3329

GEORGIA, COLUMBIA COUNTY
FILED AND RECORDED 2:50 P.M. 3-20-01
Deed BOOK 2630 PAGE 140-141

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

CINDY MASON, CLERK

AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS AND HOMEOWNERS ASSOCIATION

THIS AMENDMENT TO COVENANTS, RESTRICTIONS, EASEMENTS AND
HOMEOWNERS ASSOCIATION is made and published as of this 31st day of January, 2001,
by Watery Branch Development, Inc., a Georgia Corporation ("Developer").

WITNESSETH;

WHEREAS, Developer by Covenants, Restrictions, Easements and Homeowners
Association dated March 3, 1999, recorded in the Office of the Clerk of Superior Court of
Columbia County, Georgia at Deed Book 2229, pages 269-277 did publish and declare certain
Protective Covenants regarding Carriage Hills Subdivision, Section One; and

WHEREAS, Developer caused said Covenants, Restrictions, Easements and Homeowners
Association to be amended by certain Amendment being record in said Clerk's Office at Deed
Book 2330, pages 116-118; and

WHEREAS, pursuant to the powers reserved by Developer in Article XII of said
Covenants, Restrictions, Easements and Homeowners Association as amended, the Developer
desires to subject the property hereinafter known as Carriage Hills, Section Three to said
Covenants, Restrictions, Easements and Homeowners Association, as amended, said property
being described as follows:

ALL those lots or parcels of land, situate, lying and being in the State of Georgia,
County of Columbia and being shown and designated as LOTS 23 thru 33,
inclusive in BLOCK B; LOTS 39 thru 56 inclusive in BLOCK C and LOTS 1 thru
6 inclusive in BLOCK E of CARRIAGE HILLS, SECTION THREE and any
Common Areas on a plat prepared by Robert L. Herrington, Jr. dated December
27, 2000 and recorded in the Office of the Clerk of Superior Court of Columbia
County, Georgia in Plat Cabinet D, Slide 104 #1; reference hereby
being made to said plat for a more complete and accurate description of the metes,
bounds and location of said property.

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
CLERK'S OFFICE

2003 OCT 10 AM 10:21

BOOK _____ PAGE 28-29
CINDY MASON, CLERK

10/10/2003 at 10:21AM Book 03983 Page 0028

Cindy Mason, Columbia County Clerk of Court

_____space above this line for recording data_____

STATE OF GEORGIA)	LIMITED TRANSFER OF
)	ARCHITECTURAL
COUNTY OF RICHMOND)	CONTROL

WHEREAS, Developer by Covenants, Restrictions, Easements and Homeowners Association dated March 3, 1999, recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia at Deed Book 2229, pages 269-277 did publish and declare certain Protective Covenants regarding Carriage Hills Subdivision, Section One; and

WHEREAS, Developer caused said Covenants, Restriction, Easements and Homeowners Association to be amended by certain Amendment being recorded in said Clerk's Office at Deed Book 2330, pages 116-118; and

WHEREAS, Developer caused said Covenants, Restriction, Easements and Homeowners Association to be amended by certain Amendment being recorded in said Clerk's Office at Deed Book 2630, pages 140-141;

WHEREAS, Wendell Johnson, Sr. and Bill B. Beazley are designated and endowed with the power and responsibility of approving all improvements made within Carriage Hills Subdivision and for advising the association in the enforcement of the covenants, and

WHEREAS, Wendell Johnson, Sr. and Bill B. Beazley desire to transfer the power and responsibility for approving all construction of any improvements whatsoever to any and all lots upon which an existing residential dwelling is located to the association or its designee(s); and

WHEREAS, the Carriage Hills Homeowners Association desires to control the construction of all improvements whatsoever to lots containing existing homes;

WHEREFORE, the undersigned do hereby transfer, convey and assign all of their power and responsibility for approving all construction of any improvements whatsoever to any and all lot(s) in Carriage Hills subdivision upon which an existing residential dwelling is located to the Carriage Hills Homeowners Association or their designees. Said power and responsibility shall be solely and exclusively held and exercised by the Carriage Hill Homeowners Association or their designees. This

transfer is effective with the execution and recordation of this document this

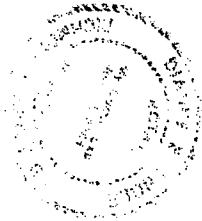
3RD day of OCTOBER, 2003.

Paul J. Abshire
Unofficial Witness

Wendell Johnston, Sr.
Wendell Johnston, Sr.

Nianne B. Eger
Notary Public

BB Beazley
Bill B. Beazley



2004 JAN 14 PM 2:01
270-271
CINDY MASON, CLERK

RETURN TO:
Wendell E. Johnston
Johnston, Wilkin & Williams
P.O. Box 211509
Augusta, Georgia 30917-1509

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

Recorded 01/14/2004 02:01PM
Georgia Intangible Tax Paid: \$0.00
Cindy Mason
Clerk of Superior Court, Columbia County
B 04117 P 0270-0271

Deed
Doc: AGR

AMENDMENT TO COVENANTS, RESTRICTIONS,
EASEMENTS AND HOMEOWNERS ASSOCIATION

THIS AMENDMENT TO COVENANTS, RESTRICTIONS, EASEMENTS AND
HOMEOWNERS ASSOCIATION is made and published as of this 14th day of January,
2004, by Watery Branch Development, Inc., a Georgia Corporation ("Developer").

WITNESSETH:

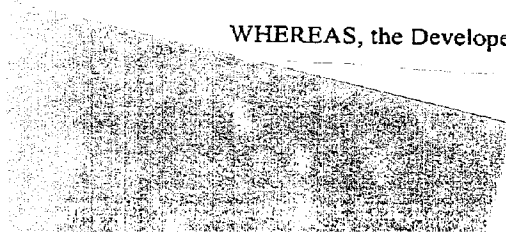
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Columbia County, Georgia at Deed Book 2229, pages 269-277 did publish and declare certain
Protective Covenants regarding Carriage Hills Subdivision, Section One; and

WHEREAS, Developer caused said Covenants, Restrictions, Easements and
Homeowners Association to be amended by certain Amendment being recorded in said Clerk's
Office at Deed Book 2330, pages 116-118; and

WHEREAS, pursuant to the powers reserved by Developer in Article XII of said
Covenants, Restrictions, Easements and Homeowners Association as amended, the Developer
desires to subject the property hereinafter known as Carriage Hills, Section Four to said
Covenants, Restrictions, Easements and Homeowners Association as amended, said property
being described as follows:

ALL those lots or parcels of land situate, lying and being in the State of Georgia,
County of Columbia and being shown and designated as LOTS 24 thru 48,
inclusive in BLOCK A and LOTS 6 thru 27, inclusive in BLOCK C of
CARRIAGE HILLS, SECTION FOUR and any Common Areas on a plat
prepared by Robert L. Herrington, Jr. dated October 7, 2003 and recorded in the
Office of the Clerk of Superior Court of Columbia County, Georgia in Plat
Cabinet E, Slide 50#2; reference hereby being made to said
plat for a more complete and accurate description of the metes, bounds and
location of said property.

WHEREAS, the Developer desires to amend Article Three, Section 3, Annual



Assessment so as to provide that there shall be no assessment due on any vacant lot still owned by the Developer until such time as said lot is sold and a house is constructed on said lot.

NOW, THEREFORE, the Developer does hereby subject the above-described property to said Covenants, Restrictions, Easements and Homeowners Association dated March 3, 1999, as subsequently amended.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by and through its duly authorized corporate officer and its corporate seal affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Dianna D. Engel
Carolyn Abshire
NOTARY PUBLIC

WATERY BRANCH DEVELOPMENT, INC.

By: *W. E. Johnston*
As Its *Secretary*

