

any Lot, nor shall they be allowed in the front yard of any Lot.

ARTICLE 2

BUILDINGS, MATERIALS AND CONSTRUCTION

Section 2.01. No improvements (including fences) shall be erected or placed on any Lot, nor shall any changes to the exterior of existing improvements be made, until a site plan, construction plans and specifications showing such improvements, including without limitation, means of vehicular and pedestrian ingress and egress, landscaping, grading, exterior building materials, exterior colors, and side and front elevations, have been submitted to and approved in writing by Brush Development, LLC with respect to (a) conformity and harmony of external design with existing or other proposed structures upon the Property, (b) location of the improvements on the Lot, (c) location of improvements with respect to topography, grade and finished ground elevation, and (d) the general purpose and effect of the standards provided in this Declaration. Brush Development, LLC shall not, however, be liable for damages by reason of mistaken judgment or negligence of themselves, their agents or employees, arising out of or in connection with the approval or disapproval of any such plans, construction plans and specifications.

Section 2.02. The site plans, construction plans, and specifications shall be submitted to the Brush Development, LLC by the Owner of a Lot upon which the construction of improvements or changes to the exterior of existing improvements is contemplated. The site plans, construction plans and specifications shall be submitted prior to the commencement of construction, and the submission of the site plans, construction plans, and specifications shall be accompanied by a written request for the approval thereof pursuant to the terms and conditions of this Declaration. The approval of the site plan, construction plans and specifications shall be at the sole discretion of Brush Development, LLC; however, Brush Development, LLC shall not unreasonably withhold approval of any such site rendering, construction plans or specifications submitted pursuant to the provisions hereof. The failure of Brush Development, LLC to disapprove any such plans within thirty (30) days after submission and receipt by Brush Development, LLC of said plans shall be considered to be approval of such plans. All construction work shall, after approval by Declarants of the plans thereof, be commenced with due diligence and dispatch and upon completion, the Lot shall be fully landscaped as provided

herein.

Section 2.03. All improvements upon the Property shall be constructed in conformity with the building and drainage codes of the City of Harlem, Georgia, which now or hereafter exist, or in the absence of such building or drainage codes, then in conformity with the Southern Standard Building Code.

Section 2.04. No mobile, modular or prefabricated home shall be placed upon any Lot. All driveways shall be paved. All houses are to have at least 1800 square feet of livable area, and a garage.

Section 2.05. No dwelling erected on any portion of the Property shall have a metal exterior or exposed concrete block. Exterior walls of all dwellings shall be approved by Brush Development, LLC. Brush Development, LLC may, in its sole discretion, approve exposed concrete block as a part of the foundation of any improvement constructed on a Lot, subject to such conditions as Brush Development, LLC may require. All exterior construction shall be brick with the exception of gables and soffits, which can be vinyl, hardy plank, or the equivalent thereof.

Section 2.06. No tree more than six (6) inches in diameter may be removed from a Lot at any time without the prior written approval of Brush Development, LLC. Approval for the removal of trees, shrubs, and vegetation located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless removal will substantially decrease the beauty of the Lot. In order to obtain approval for the clearing of a Lot, the Owner must stake on the Lot the proposed location of the planned improvements for inspection by Brush Development, LLC.

Section 2.07. No parking of trailers shall be permitted on the streets except during the construction of improvements on the Lots and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Lots. Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or pickup trucks, boats and boat trailers not over twenty-five (25) feet in length may be kept on a Lot if parked in a closed garage or otherwise permitted by Brush Development, LLC.

Section 2.08. Neither a mailbox nor its stand shall be erected on any Lot without prior written approval of the Declarants. A uniform mailbox shall be used for all Lots. The

Declarants shall establish the design and specifications of such mailbox, subject to the right of the Declarants to modify such design and specifications in its sole discretion at any time and from time to time because of the influence or effect of topography, availability or quality of building materials, Lot or overall development aesthetics, safety and other such considerations.

Section 2.09 Not lot owner shall be allowed to maintain his or her lot in an unsightly manner.

ARTICLE 3

BUILDING SETBACKS AND EASEMENTS

Section 3.01. All structures shall be located on each Lot to conform with set back lines shown on the recorded plats of the Lots unless otherwise required by law or ordinance.

Section 3.02. Only driveways, landscaped areas and picket fences will be permitted in the area between building structures erected on a Lot and the property line adjoining a street or public right-of-way. Fences of any type are not allowed in the front yard of any house.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.01. The covenants and restrictions of this Declaration shall run with the title to and bind the Property and shall inure to the benefit of or and be enforceable by the Declarants, the Owner or Owners of any portion of the Property, or the respective legal representative, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this Declaration in the Office of the Clerk of the Superior Court for Columbia County, Georgia. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended, as permitted by the laws of the State of Georgia, for successive renewal periods of ten (10) years each unless expressly terminated by an instrument recorded by Declarants or their successors in interest and duly recorded in the aforesaid records of Columbia County, Georgia.

Section 4.02. Enforcement of these covenants and restrictions shall be effected by either of the Declarants or by any Lot Owner, by (a) proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or (b) injunction or restraining order in equity to enforce compliance herewith, or (c) suit for damages, or (d) by any appropriate proceeding at law or in equity against the land or the Owner or occupant thereof to

enforce any charge or obligation arising by virtue hereof.

Section 4.03. Lot Owners owning in the aggregate sixty-two and one-half (62.5%) percent of the total Lots contained within the Property, shall have the right to establish and declare such amendments, modifications and supplements to this Declaration, or to rescind this Declaration, as the Owners shall from time to time deem to be appropriate and which are in compliance with the zoning ordinances of the City of Harlem, Georgia; provided, however, that if any amendment, modification or supplement to this Declaration shall impose additional restrictions or limitations solely upon the use and enjoyment of a particular Lot, then the Owner of such Lot shall be a necessary party to such amendment, modification or supplement. An amendment, modification, supplement or rescission of this Declaration shall be evidenced by the recording of the appropriate instrument in the records of the Clerk of the Superior Court of Columbia County, Georgia, which instrument shall be executed with the same formalities as are required for the execution of a deed.

Section 4.04. Notwithstanding the foregoing, until all the lots are sold, the Declarants shall have the right to amend this Declaration for any purpose. After all lots are sold, the lot owners have the right to form a homeowners' association.

Section 4.05. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration, and all covenants, restrictions, easements, agreements, charges and liens contained herein shall be deemed to be severable each from the other without qualification.

Section 4.06. This Declaration and all covenants, and restrictions contained herein shall be binding upon, and shall inure to the benefit of, the successors, successors-in-title and assigns of Declarants and all Owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

Section 4.07. Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

*WHITEOUT WAS ON FACE OF DOCUMENT
AT TIME OF FILING

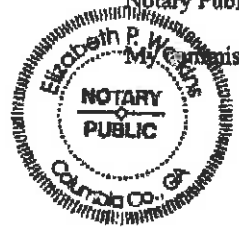
DECLARANTS:

BRUSH DEVELOPMENT, LLC

By: *Benny*
As its Member

Signed, sealed and delivered
in the presence of:

James E. Howard
Unofficial Witness
Elizabeth P. Watkins
Notary Public



By: *Larry S. Prather*
LARRY S. PRATHER

Signed, sealed and delivered
in the presence of:

Elizabeth P. Watkins
Unofficial Witness
[Signature]
Notary Public

My commission expires: 12-13-09





Together

Mr. Larry S. Prather, Sr.
P.O. Box 70
Harlem, Georgia 30814

May 23rd, 2013

Mr. Prather,

The City Council of the City of Harlem met on May 20th, 2013 to hear your request for modifications to the covenants at Cornerstone Creek. The Council was presented with two conditions that were recommended by the City of Harlem Planning & Zoning Commission. The Council only approved one of the conditions, which states:

1. In Phase I of the development all exterior construction shall be three sides' brick. Exterior accents not totaling more than 30% of the front façade are permitted to be constructed of stone, hardi plank, or brick. Gables and soffits shall be constructed of vinyl, hardi plank, or the equivalent.

An explanation of this condition is that three sides of a residence shall be brick. On the front façade brick will be the primary material, but up to 30% of the façade can be stone, hardi plank or brick as an accent or contrasting material. Also, please note that Phase II has not been platted and will have to go through the platting process with the City of Harlem when you desire to begin developing that parcel. This would include both a preliminary and final plat. If you have any further questions or comments please contact me at (706)-556-0043 or wbutler@harlemga.org.

Sincerely,

Will Butler
Community Development Coordinator

Jason Rizner
City Manager

320 N. Louisville Street
P.O. Box 99
Harlem, GA 30814

1-706-556-3448
Fax: 706-556-3293
www.harlemga.org
E-mail: cityofharlem@harlemga.org

Return to:
Prather Land Sales
PO Box 70
Harlem, GA 30814

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

**DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR CORNERSTONE CREEK SUBDIVISION, SECT. II**

THIS DECLARATION, made as of the 29th day of May, 2014, by Larry S. Prather, Sr. (hereinafter referred to as the "Declarant");

WITNESSETH;

WHEREAS, Declarant are the owners of one or more of the building lots lying and being in the City of Harlem, Columbia County, Georgia, shown on a plat recorded in Columbia County, Georgia in Plat Cabinet E, Slide 186, No. 5-8 ("the property");

WHEREAS, Declarant deem it desirable to protect the owners of the Lots ("Owners or Lot Owners") against improper development and use of the Lots which would impair or depreciate the value thereof;

WHEREAS, Declarant desire to provide and maintain adequate setbacks, signage control, use restrictions, size restrictions and architectural design control in order to achieve the best use of the Property; and

WHEREAS, Declarant desire to subject the Property to the covenants, restrictions, easements and agreements hereinafter set forth, each of which is for the protection and benefit of the Property and for the benefit of all subsequent Lot Owners and which shall inure to the benefit of and run with the title to each Lot;

NOW, THEREFORE, Declarant hereby declare that the Property is subject to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration, and subject to the covenants, restriction, easements and agreements hereinafter set forth, and those shown on all plats of the Property or Lots. Every grantee or beneficiary of any Lot or interest in any portion of the Property, by acceptance of a deed, lease, or other conveyance or transfer of such interest, by operation of law or otherwise, whether or not it shall be so expressed in any such deed or other conveyance or transfer and whether or not such grantee or beneficiary shall consent in writing thereof, shall take title to each Lot subject to the terms and conditions of this Declaration.

ARTICLE 1

PERMITTED USES

Section 1.01. The Lots shall be used solely for single-family residential purposes.

Section 1.02. No commercial signs will be allowed to be erected or placed on any Lot.

Notwithstanding the foregoing, the following types of signs (having no greater than six (6) square feet of surface area) shall be allowed on any Lot:

- (a) temporary construction sign; and
- (b) "For Sale" signs advertising the sale of the Lots.

Under no circumstances shall any banners, twirling signs, "A" type signs, sidewalk or curb signs, balloons, or other air or gas filled figures, rotating, flashing, blinking, fluctuating, portable or other animated signs be allowed on any Lot.

Section 1.03. No solicitation of business shall be allowed within the Property. The Declaration may erect at the entrance to the Subdivision a sign stating that no solicitation is permitted within the Subdivision, provided that such sign shall be of a design compatible with good taste and in keeping with the character of the Subdivision.

Section 1.04. No livestock or farm animals shall be permitted on any Lot. However a Lot Owner may have no more than two (2) household pets on any Lot. All pets shall be kept under control of the Lot Owner at all times, and shall not be permitted on any Lot for commercial breeding, grooming or boarding.

Section 1.05. No basketball goals of any type shall be allowed in the streets in front of any Lot, nor shall they be allowed in the front yard of any Lot.

ARTICLE 2

BUILDINGS, MATERIALS AND CONSTRUCTION

Section 2.01. No improvements (including fences) shall be erected or placed on any Lot, nor shall any changes to the exterior of existing improvements be made, until a site plan, construction plans and specifications showing such improvements, including without limitations, means of vehicular and pedestrian ingress and egress, landscaping, grading, exterior building materials, exterior colors and side and front elevations, have been submitted to and approved in writing by Larry S. Prather, Sr. with respect to (a) conformity and harmony of external design with existing or other proposed structures upon the Property, (b) location of the improvements on the Lot, (c) location of improvements with respect to topography, grade and finished ground elevations, and (d) the general purpose and effect of the standards provided in this Declaration. Larry S. Prather, Sr. shall not, however, be liable for damages by reason of mistaken judgment or negligence of themselves, their agents or employees, arising out of or in connection with the approval or disapproval of any such plans, construction plans and specifications.

Section 2.02. The site plans, construction plans and specifications shall be submitted to Larry S. Prather, Sr. by the Owner of a Lot upon which the construction of improvements or changes to the exterior of existing improvements is contemplated. The site plans, construction plans and specification shall be submitted prior to commencement of construction, and the submission of the site plans, and specification shall be accompanied by a written request for the approval thereof pursuant to the terms and conditions of the Declaration. The approval of the

site plans, construction plans and specification shall be at the sole discretion of Larry S. Prather, Sr.; however, Larry S. Prather, Sr. shall not unreasonably withhold approval of any such site rendering, construction plans or specifications submitted pursuant to the provisions hereof. The failure of Larry S. Prather, Sr. to disapprove any such plans within thirty (30) days after submission and receipt by Larry S. Prather, Sr. of said plans shall be considered to be approval of such plans. All construction work shall, after approval by Declarants of the plans thereof, be commenced with due diligence and dispatch and upon completion; the lot shall be fully landscaped as provided herein.

Section 2.03. All improvements upon the Property shall be constructed in conformity with the building and drainage code of the City of Harlem, Georgia, which now or hereafter exist, or hereafter exist, or in the absence of such building or drainage codes, then in conformity with the Southern Standard Building Code.

Section 2.04. No mobile, modular or prefabricated home shall be placed upon any Lot. All driveways shall be paved. All houses are to have at least 1800 square feet of livable area, and a garage.

Section 2.05. No dwelling erected on any portion of the Property shall have a metal exterior or exposed concrete block. Exterior walls of all dwellings shall be approved by Larry S. Prather Sr. Larry S. Prather, Sr. may, in its sole discretion, approve exposed concrete block as a part of the foundation of any improvement constructed on a Lot, subject to such conditions as Larry S Prather, Sr. may require. All exterior construction shall be Brick, Hardy Plank, Stone, Stucco or a combination of said materials, with the exception of gables and soffits, which may be vinyl, hardy plank, or the equivalent thereof.

Section 2.06. No tree more than six (6) inches in diameter may be removed from a Lot at any time without prior written approval of Larry S. Prather, Sr. Approval for the removal of trees, shrubs and vegetation located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approval site for such building will be granted unless removal will substantially decrease the beauty of the Lot. In order to obtain approval for the clearing of a Lot, the Owner must stake on the Lot the proposed location of the planned improvements for inspection by Larry S. Prather, Sr.

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Section 4.02. Enforcement of these covenants and restrictions shall be effected by either of the Declarants or by any Lot Owner, by (a) proceedings at law against any person or persons violating or attempting to violate such covenants, restrictions or provisions, or (b) injunction of restraining order in equity to enforce compliance herewith, or (c) suit of damages, or (d) by any appropriate proceeding at law or in equity against the land or the Owner or occupant thereof to enforce any change or obligation arising by virtue hereof.

Section 4.03. Lot Owners owning in the aggregate sixty-two and one-half (62.5%) percent of the total Lots contained within the Property, shall have the right to establish and declare such amendments, modifications and supplements to this Declaration, or to rescind this Declaration, as the Owners shall from time deem to be appropriate and which are in compliance with the zoning ordinances of the City of Harlem, Georgia; provided, however, that if any amendment, modification or supplement. An amendment, modification, supplement to rescission of this Declaration shall be evidenced by the recording of the appropriate instrument in the records of the Clerk of Superior Court of Columbia County, Georgia, which instrument shall be executed with the same formalities as are required for the execution of a deed.

Section 4.04. Notwithstanding the foregoing, until all the lots are sold, the Declarants shall have the right to amend this Declaration for any purpose. After all lots are sold, the lot owners have the right to form a homeowners' association for the purpose of maintaining said covenants, green space and entrance to said subdivision. If no Home Owners association is formed the green space that is assigned on the recorded plat in the Office of the Clerk of the Superior Court for Columbia County, Georgia will be maintained by the City of Harlem, Georgia.

Section 4.05. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of this Declaration, and all covenants, restrictions, easements, agreements, charges and liens contained herein shall be deemed to be severable each from the other without qualification.

Section 4.06. This Declaration and all covenants, and restrictions contained herein shall be binding upon, and shall inure to the benefit of, the successors, successors-in-title and assigns of Declarants and all Owners, tenants, lessees, invitees and agents of any portion or portions of the Property.

Section 4.07. Article headings are inserted for convenience only and are not intended in any way to define, limit or enlarge the scope or intent of the particular Article or Section to which they refer.

Larry S. Prather, Sr.

By: _____ LS
As it Member:

Signed, sealed and delivered in the
Presence of:

Unofficial Witness:

Notary of Public:

My Commission Expires: