

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAS AT INNSBRUCK, PHASE I (A/K/A INNSBRUCK BLOCK C, PHASE II) 1: 54 468 302-309

CLERK OF SUPERIOR COURT WHITE COUNTY, GA.

This Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase I, is made this 16th day of August, 1996, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

WITNESSETH:

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant, TCB Properties, Inc., a Florida corporation and owner of the aforesaid property (the "Subdivision Owner"), and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in The Villas at Innsbruck, Phase I, as shown on the plat recorded July 25, 1996 in Plat Book 39, Page 79, of the Plat Records of White County, Georgia to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association and the consent of the Subdivisions Owner, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 39, Page 79, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant, the Class "A" members and the Subdivision Owner, for the purpose of annexing

property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Healthquaters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of The Villas at Innsbruck, Phase I, recorded in Plat Book 39, Page 79, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

Article II Use Restrictions

Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved

but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than fifty (50) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Subdivision Owner hereby reserves unto itself, and, to the extent necessary, hereby grants, bargains and conveys to Declarant upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot,

for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Subdivision Owner's or Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Subdivision Owner and the Declarant and any public utility company. This reserved easement and license includes the express right of the Subdivision Owner and the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Subdivision Owner, Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Subdivision Owner further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Subdivision Owner and the public utility company, the express right of Subdivision Owner and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Subdivision Owner nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. no fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Designation of TCB Properties, Inc. as a Builder/Owner. By execution hereof, Declarant hereby designates TCB Properties, Inc. as a Builder/Owner as defined in Article I, Section 4 of the Master Declaration. Further, for purposes of any Lot within this Phase, the recordation date of this Supplemental Declaration shall act as the date of conveyance of a Lot within this Phase by the Declarant to TCB Properties, Inc.

Executed this 16th day of August, 1996.

DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

By: David S. Michlin
President

Attest: Debra J. ...
Secretary

Signed, sealed and delivered before me this
16 day of August, 1996
in the presence of:

Betty J. Smith
Witness
Debra J. ...
Notary Public

My Commission Expires:
My Commission Expires May 9, 1998

SUBDIVISION OWNER:

TCB PROPERTIES, INC., a Florida corporation

By: Phil S. ...
President

Attest: Phil S. ...
Secretary

Signed, sealed and delivered before me this
16 day of August, 1996
in the presence of:

Betty J. Smith
Witness

Debra J. ...
Notary Public

My Commission Expires:
My Commission Expires May 9, 1998

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase I, (a/k/a Innsbruck, Block A, Phase III) on this 16th day of August, 1996.

ASSOCIATION:

INNSBRUCK PROPERTY OWNERS ASSOCIATION, INC., a Georgia non-profit corporation

Signed, sealed and delivered before me this 16 day of August, 1996 in the presence of:

By: Samuel McKinins
President
Attest: Ben [unclear]
Secretary

[Signature]
Witness



[Signature]

My Commission Expires:

My Commission Expires May 9, 1998