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CLERK SUPERIOR COURT
GLYNN COUNTY, GEORGIA

STATE OF GEORGIA

COUNTY OF GLYNN

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 5th day of September, 2002 by Bill Duckworth Enterprises, a corporation chartered under the laws of the State of Georgia and having its principal office in Glynn County, Georgia, hereinafter referred to as Declarant;

WITNESSETH:

THAT, WHEREAS, the said "Declarant" is the owner of **DRAKES LANDING SUBDIVISION**, located in Glynn County, Georgia, as shown upon a plat of survey of the Drakes Landing subdivision, made by Pratt and Purcell, signed by William L. Duckworth, Jr., recorded in the Office of the Clerk of Glynn County Superior Court in Plat Book 28, Page(s) 245 A & B.

WHEREAS, it is for the interest, benefit and advantage of the "Declarant" and the future owner(s) of each lot hereafter purchased and lying in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the promises and of the benefits to be derived by the "Declarant", and each owner or owners of said subdivision, the following protective covenants are hereby established and promulgated and shall apply to all of said lots and to any owners of property located in said subdivisions, these protective covenants shall become effective immediately upon the sale thereof by the Declarant and shall run with the land and shall be binding on all persons claiming under or through the Declarant.

I. GENERAL APPLICABILITY OF DECLARATION

This Declaration shall apply to all lots, areas, streets and easements shown upon said plat and shall apply to any future addition to or extension of said Subdivision by proper

amendment to this Declaration, if such addition or extension shall be made by the Declarant, its successors and/or assigns. Under no circumstances shall this Declaration be deemed or construed to apply to any other adjacent portions of property that are and shall remain the separate property of the Declarant. The imposition of these restrictions shall in no way be construed as a representation that the Subdivision may be expanded or additional subdivisions or extensions thereto be made. Each of the restrictions, covenants, limitations, conditions, reservations, and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed from the Declarant to any person, firm or corporation conveying or affecting any of said lots, areas or streets and by the acceptance of any deed to said property, any purchaser or grantee agrees and binds itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Declaration.

II. RESERVATION BY DECLARANT TO AMEND AND EXTEND RESTRICTIONS

1. The Declarant reserves the exclusive and unilateral right to amend or add to the restrictions, conditions, and limitations to be incorporated into deeds or contracts for deeds for an and all lots in said Subdivision; provided that any such amendment shall be in conformity with the general purpose of the Declaration and restrictions, conditions and limitations herein contained. The recording of an amendment or supplementary declaration shall be notice to all lot owners in the Subdivision or to any addition, extension or enlargement thereof to this Declaration.
2. The Declarant reserves for its self, its successors and/or assigns, the right to extend said Subdivision or make future additions to said Subdivision to any adjacent or contiguous property now owned or hereafter acquired by the Declarant, its successors and/or assigns and to alter any unsold lot as shown upon the plat or any portion thereof.
3. The rights and Privileges reserved and set forth herein shall insure to the benefit of the Declarant and to the respective successors and assigns of the Declarant.
4. The Declarant, for itself and its successors and assigns, makes no representation or warranty as to the operation, management or use by any purchaser of any lot in said Subdivisions nor to any future use of any other portion of the property of the Declarant.
5. The Declarant makes no representation as to the future use, ownership or operation of any of the surrounding or adjacent properties nor as to any facilities or amenities with respect to the property.

III. ARCHITECTURAL CONTROL

1. **ARCHITECTURAL CONTROL.** The Declarant or its designated agent shall exercise all of the duties of the Architectural Review Committee, which shall have the architectural control in the subdivision. At any time and without notice to the property owners, the Declarant, in its sole discretion may relinquish all or part of the duties and responsibilities of the architectural control, under such terms and conditions that the Declarant may elect. In that event the entity so designated by the Declarant shall be appointed by and serve, at the pleasure of the Declarant, which entity shall exercise such powers assigned to it for architectural control.
2. **APPROVAL OF ARCHITECTURAL PLANS.** No building or residence, fences, walls, driveways, parking areas, service courts, docks or other structure shall be

commenced, erected, 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, material, floor plan, exterior color scheme, location, square footage and grading, shall have been submitted to and approved by the Architectural Review Committee and copy of the plans and building specifications are to be lodged permanently with the Architectural Review Committee. Upon submission of the plans as herein specified the Declarant shall have thirty (30) days to approve or disapprove any such building plans, and specifications, and may in its absolute discretion, reject any or all the plans which are not suitable or desirable for any reason, including purely aesthetic reasons. If plans are not approved within these thirty (30) days the assumption shall be disapproved. In approving or passing upon such plans and specifications, the Architectural Review Committee shall have the absolute and discretionary right to take into consideration the suitability of the proposed building, the materials from which it is to be constructed, the lot upon which it is proposed to be erected, the harmony thereof with the surrounding properties as planned and taking into consideration the outlook from the adjacent or neighboring properties. All such building plans and specifications shall consist of not less than section details, floor plans of all floors, elevation drawings of all exterior walls, roofs, etc. fronting any street, roof plans and a plot plan showing the location and orientation of the building on the lot, with all setbacks and easements shown and shall also show the location of driveways, walkways service courts, parking and all other proposed construction upon the lot. The Architectural Review Committee reserves the absolute right to establish and enforce the general development criteria for the approval of construction of improvements on the property which is subject to these restrictions, said right to include general or specific requirements concerning the location of any structure upon the lot, nature, kind, shape, height, width, materials, color schemes, as well as the architectural and structural requirements thereof.

3. VARIANCES. The Architectural Review Committee may issue variances from any building covenant, except dwelling size and county zoning setbacks, covering the construction or alteration of improvements on the property; provided such improvements substantially comply with the provisions hereof and provided the Architectural Review Committee acts in accordance with adopted and published guidelines and procedures.

IV. OWNERS ASSOCIATION

1. MEMBERSHIP. Every person or entity who is the record owner of a fee or an undivided interest in any lot in said Subdivision shall automatically be, and shall be required to become, a member of the Drakes Landing Property Owners Association, Inc., a non-profit Georgia Corporation organized and operated for the benefit of owners of real property in the Drakes Landing Subdivision (hereinafter referred to as "Association"). Membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association (which are of record in the Office of the Secretary of State of the State of Georgia) and the By-Laws, to which reference is hereby made for all purposes. No owner shall have more than one (1) membership per lot. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot, which is subject to assessment, by the Association. Ownership of such lot is and shall be the sole qualification for membership in the Association.

2. VOTING RIGHTS. There shall be one vote per lot in the Association. Provided; there shall be a special voting membership for the Declarant. Because the Declarant has

incurred, and will continue to incur, substantial development and start-up costs, the Declarant desires to control the voting membership in the Association until the Declarant can be assured of the completion of its development plans. Therefore, until the Developer has sold ninety percent (90%) of the lots in Drakes Landing Subdivision, or any additional phases Declarant may elect to develop. The Declarant shall have a Special Voting Membership by which it shall be entitled to the same number of votes, as are collectively held by all of the members of the association plus one. This special voting membership shall cease after ninety percent of all of the lots in the development of Drakes Landing Subdivision, or any additional Phase(s) Declarant may elect to develop.

3. TRANSFER OF MEMBERSHIP. Transfer of membership held by any owner of any lot or parcel shall be accomplished upon transfer of the ownership of the lot to another party.

4. ASSOCIATIONS RIGHTS. The right of the Association to establish uniform rules and regulations pertaining to the use of general and limited common properties, not inconsistent with the restrictions herein contained:

- a. The right of the Association to levy and access fees and assessments against each lot.
- b. The right of the Association to levy and access fees and assessments against lots that about or touch any limited common areas.
- c. The right of the association to suspend the voting rights of any member for any period during which any assessment shall remain unpaid or delinquent.
- d. The right to enforce the rules and regulations by an action at law or in equity but provided that the giving of such right to the Association shall in no way limit or suspend the rights of Bill Duckworth Enterprises or any other individual to enforce compliance by law or in equity.
- e. The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and by the By-Laws of the Association, as the same may be amended from time to time.
- f. The buyer agrees to pay any fee associated with lot ownership including a prorated share of the annual assessment at time of closing. The fee is estimated to be ~~\$300~~ \$600.00 annually beginning July 1, 2002.
- g. The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and by the By-Laws of the Association, as the same may be amended from time to time, by a majority vote of 75%.

V. IMPROVEMENTS

1. LAND USE AND BUILDING TYPE. Except for a sales office and display models by the Declarant or their agents or assigns, no lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling.

2. DWELLING QUALITY, SIZE AND DESIGN. All dwellings shall be of quality workmanship and materials. The main structure shall be not less than twenty-two hundred, fifty (2250) square feet, including garage and covered porches, with a minimum of eighteen hundred (1800) square feet of heated and air-conditioned space. Two-story residences must have no less than twelve hundred (1200) square feet on the ground floor. The garage shall be a minimum of four hundred (400) square feet capable of housing a minimum of two vehicles. The primary roof pitch of the main structure shall not be less

than 6/12. The first floor finished elevation of all living areas shall have an average minimum height of twenty inches (20") above the finish grade.

3. BUILDING LOCATION. No building or structure, other than docks approved by the Architectural Review Committee shall be located on any lot nearer than the following setback requirements:

Front 25 feet

Side 7 feet

Rear 10 feet

Side Street 20 feet

or encroach upon any easement.

4. GARAGE ENTRANCES AND DRIVEWAYS. All driveways and front walkways shall be paved of either asphalt or concrete, unless otherwise approved in writing by the Declarant.

In order to achieve uniformity in the subdivision and an aesthetically pleasing perspective the location of homes, accessory structure, garages and driveway entrances, unless otherwise approved by the Architectural Review Committee, shall be located on the side of said lot as follows:

a. Left Side of Lot - lots 2, 3, 4, 5, 6, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 47, 46, 45, 44

b. Right Side of Lot 8, 9, 10, 11, 16, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42

c. Side Load Left or Right - lot 7, 15, 43

d. Side Load Rear - lot 1, 20, 29

The placement of garages and driveway entrances shall be determined for the individual lot in question at its centerline of the road frontage. If upon, facing the lot, if location is stated as right, it shall be to your right. If it is stated left, it shall be to our left. Side load shall mean from the side of the street named.

All garages shall have a side or end entrance, with appropriate turning radiuses and turn around incorporated into the driveway design, unless otherwise approved by the Architectural Review Committee. Notwithstanding there maybe some situations such as corner lots, cul-de-sac lots, etc. or plan design that may not lend itself to a side or end garage entrance.

Then, in that event, and upon written request, the Architectural Review Committee, in its sole discretion, may grant permission for a front-entrance garage.

5. EXTERIOR FINISHES. Exterior finish materials shall be of a high quality and durable material, such as wood, brick, tabby, stucco, and the like. A minimum of twenty-five (25) year fiberglass, multi-tab, architectural shingle is desired for the main dwelling; other upgraded materials for the main dwelling may be approved by the Declarant. Exterior columns shall be of adequate mass and proportional to the main structure as to be aesthetically pleasing. No mill finish windows, metal-clad siding, asphalt, asbestos, T-1-11, reverse board and batten or similar type sheet siding or roll siding will be permitted on the exterior of the dwelling.

6. MODULAR, INDUSTRIALIZED OR PREFABRICATED HOUSING. No modular, industrialized or prefabricated housing units may be used on the premises.

7. DETACHED BUILDINGS. No detached building shall be erected, constructed or placed upon any lot, prior to construction all plans and specifications showing proposed type of construction, materials and location shall be submitted to and approved by the

Architectural Review committee. (See Article III Architectural Committee.) Further, the structure must be permeant and have a like exterior and be in architectural keeping with the main dwelling. No detached building shall be placed on the front portion of any lot or in the case of a corner lot on the side bordering the street, unless express

8. TRAFFIC HAZARDS. No fence, wall hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot

9. RESERVATIONS OF EASEMENTS. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or the purchaser under any contract or purchase, unless expressly so provided in such deed or contract or purchase. Easements for installation and maintenance of natural buffers, berms, landscaping, fencing, utilities and drainage facilities, together with access are reserved as noted or shown on the recorded plat. Additionally, the Declarant reserves a perpetual easement in, on, over, and under all streets, lanes, and easements shown on said subdivision plat, and in, on, over, and under a strip of land seven feet in width (unless otherwise indicated on the plat) along the side and rear property lines or each lot, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain conduits, and wires for telephones, electric power, street lights, cable television, and to lay, install, and maintain facilities for sewage, water, gas, storm drainage, and other utilities, and general maintenance of all common areas therein. No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporation, and other persons erecting, constructing or servicing such utilities and Declarant, its successors and assigns all of whom shall have the right of ingress and egress thereto, and there from and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereinafter be reserved.

10. DRAINAGE. Storm drainage is provided through a County maintained curb and gutter drainage system located in the subdivision streets; therefore, it shall be the individual lot owners responsibility to assure that their lot or lots are properly graded and/or filled in order to achieve positive drainage to curb side. As some lots adjoin lakes and green spaces it is permissible to allow storm water run off to drain into these cracks and green spaces if erosion and flooding can be controlled. Written permission is required from the Architectural Review committee to allow such drainage into green spaces/common areas. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements. No fences or other structure shall be erected on any easements or buffers as set forth on the recorded subdivision plat.

VI. GENERAL LAND USE AND OTHER RESTRICTIONS

1. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to, trailers, tents, shacks, garages, barns or other outbuilding shall be used on any lot at any time for any purpose. Provided; that during construction trailers may be allowed.

3. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than three (3) square feet advertising the property for sale or rent, or identification during the construction period. The Declarant, its successors and/or assigns shall be exempt from this section.

4. **ANIMALS, LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable number, may be kept provided that they are not kept, bred or maintained for any commercial purposes, nor shall they be bred for non-commercial purposes as to become a nuisance. All pets must be leashed when they are outside of a resident's property.

5. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste. All such waste shall be kept in sanitary, covered containers, which shall be maintained in a clean and sanitary condition, and which shall, unless required to be placed elsewhere on certain days for pickup, be kept from public view and from the view of any street.

6. **UTILITIES AND ANTENNAS.** All utilities shall be placed underground. Each owner is required to connect to said utilities at his or her expense. No exterior pole, tower, antenna, satellite dish exceeding twenty inches (20") or other device shall be visible from any street.

7. **MAILBOXES AND PROPERTY IDENTIFICATION MARKERS.** Each property owner shall provide at the property owner's expense a standardized white mailbox post known as the "Williamsburg", manufactured by RAN Manufacturing of Georgia or equal with a white mailbox attached and appropriate property identification markers, which shall be the only mailbox permitted on the property unless otherwise approved by the Architectural Review Committee. The property owner shall not place any additional lettering on the mailbox, except as required by the Postal Service.

8. **VEHICLES.** The immobilization of any vehicle for any reason, including, but not limited to repairing or overhauling, at a resident's site or on any street within Drakes Landing Subdivision is hereby strictly prohibited. The parking of excessive amounts of vehicles or boats and campers, recreational vehicles, trucks, except pickups less than one and one half ton, is prohibited, unless approved by the Architectural Review Committee.

9. **BOAT AND BOAT TRAILERS.** Boat trailers or boats may not be stored on the front portion, or the side portion of any lot, unless approved in writing by the Architectural Review Committee. No boat trailers or boats exceeding twenty five (25) feet in length shall be stored on site unless otherwise approved by the Architectural Review Committee.

10. **CLOTHESLINES.** No clotheslines or other device for clothes-drying purpose shall be maintained on any lot, unless the same are placed within a service court, which shall be hidden from view from any street and from any adjoining lot(s).

11. **LANDSCAPE.** All lots, upon completion of construction of residence and prior to move in, shall have properly graded yards, sodded front lawns and side lawns, seeded or sodded rear lawns and a minimum of 30 plants along the front portion of the residence. All landscape designs shall be of a traditional design, consistent with surrounding properties. Excessive ornamental novelties, irregular borders, fountains, etc. shall not be permitted. All lawns and planting shall thereafter be mowed and/or maintained. The cutting or trimming of trees or plants in designated natural buffers or landscape areas as

shown on plat of record shall be strictly prohibited unless express written consent is obtained by the Declarant.

At the closing of the sale of each and every lot in said subdivision, all property owners are required to pay an initial "Tie-On Fee" to connect to the water system. At the time of connection to said water system, the property owner shall apply for service with W & D utilities and pay a meter installation fee. W & D Utilities will then cause a meter to be installed on the lot. The property owners will pay subsequent monthly water fees for water usage. All of the stated fees will be paid to the owners of the water system. A property owner may drill a well for non-potable water purposes for the purpose of irrigation or similar outdoors use within said subdivision. However, drilling of a non-potable water well by a property owner shall not relieve the property owner from their responsibility for paying the minimum base water fee as billed or billed based on water usage if more.

12. MAINTENANCE OF PROPERTY. Each lot owner shall keep his or her respective lots and all improvements thereon in good appearance and repair, free of debris. All lawns shall be watered and mowed. All trees and shrubbery shall be pruned, except for lots left in their natural wooded state. Lawns shall be kept free of noxious insects, infectious and spreading weeds, all in a manner consistent with good property management. In the event the lot owner fails to comply with this provision, the Association, upon ten (10) days written notice to owner, shall have the right to enter upon said lot for the purpose correcting the deficiency and shall be entitled to levy a special assessment against the Owner of said lot to cover the lot thereof.

13. FENCES. All proposed fence designs, specifications and plot plans showing location must be submitted to the Architectural Review Committee for approval. No fences shall be located on the front portions of any lot except for approved low profile picket, masonry or rail type open fences. Fences shall not exceed six (6) feet in height and must be of an approved wood, vinyl or masonry construction. All structural framing on single faced fences must be maintained toward the lot owners property, the finished side shall be erected in a professional workmanship type manner, (straight, level, plumb, etc.). Wood fences, although subject to approval shall have the following minimum design as follows:

- a. All wood shall be pressure treated or an approved naturally decay resistant wood.
- b. Support post shall be a minimum size of 4x4's spaced no greater than eight (8) feet apart. Post shall extend a minimum of four (4) inches above the top of the fence panel with a 1" chamfered top.
- c. There shall be a minimum of 3 stringers on a 4' or higher fence. Stringers shall be a minimum size of 5/4" x 4".
- d. Slats shall be a minimum of 1x6 lumber with actual thickness no less than 3/4 inch. Pre-built panels with less than 3/4" thick slats are strictly prohibited. Spacing on shadow box style panels shall not exceed 1 1/2 inches.
- e. Slats shall be dog-eared at the top or capped with a 1 x cap and side trim.
- f. The Finish shall be natural, clear, or an approved stain.

14. BASKETBALL GOALS. Basketball goals shall be of a high quality, pre-finished, construction and erected properly, (level, plumb, etc.) Goals shall not be placed within forty-five (45) feet of any street (edge or paving).

15. **EXTERIOR COLOR SCHEMES.** Exterior color schemes shall be of soft natural tones submitted to the Declarant for approval. This requirement shall also include all exterior maintenance painting, unless the original color scheme is retained.
16. **MISCELLANEOUS.** Wood piles, dog house, kennels, etc. shall be in a screened area, approved by the Architectural Review committee, or hidden from view from any adjacent street and shall be cleaned and properly maintained.
17. **DUAL FACING OF RESIDENCE.** Any residential building on a corner lot abutting two (2) streets shall be so designed and oriented on the lot as to present an attractive appearance from each street. (See Article III, Improvements,-
18. **SUB-DIVIDING OF PROPERTY.** No lot shall be sold or sub-divided except as a whole for the purpose of building a complete residence and only one residence shall be constructed upon each lot. Two (2) lots may be combined into one lot or a lot may be divided between two (2) adjoining lots for the purpose of creating a larger lot, but no more than one residence shall be built on any lot and portion of an adjoining lot that may have been divided or sub-divided to create a larger lot.
19. **ACCESS FOR LOTS.** Notwithstanding that some lots abut of the public roads, no vehicular traffic or other access shall be allowed to the lot except through the streets and roadways of Drakes Landing Subdivision.
20. **USE OF COMMON AREAS.** The common areas labeled as limited common areas on the subdivision plat of record shall be open and usable only by the property owners and their guests whose property is adjacent to and touching the upon the limited common areas. The general common areas shall be accessed only through designated areas as set forth by the Association. All wooded common areas, whether general or limited shall be left in its natural state as green space; provided that the Association may underbrush the green spaces in accordance with accepted landscaping practice and in compliance with all Federal, State, and Local governmental rules and regulations. The dumping or placing of foreign materials, trash, and/or landscape debris into these areas is strictly prohibited.

VII. TERMS OF COVENANTS

These covenants shall run with the land and shall be binding upon the Declarant and all persons or parties claiming by, through or under the Declarant for a period of twenty-five (25) years from the date that this Declaration shall be filed for record in the Office of the Clerk of Glynn County, Georgia, and for twenty-five (25) years after any such amendment or extension of said covenant shall be filed, and thereafter, said covenants shall be extended automatically for successive periods of ten (10) years each. Further, these covenants shall extend for a period of twenty-five (25) years after the last lot is sold and the last home or house is built in conformance with restrictions. An instrument changing or eliminating these covenants, in whole or in part, shall only be accomplished by the owners(s) of seventy-five percent (75%) of the lots in said Subdivision and such instrument shall be filed for record in the Clerk's Office within ninety (90) days thereof.

(Signatures on following page)

Witness our hand and seal on the date and year written above.

BILL DUCKWORTH ENTERPRISES

BY: William L Duckworth

Signed, sealed and delivered
in the presence of:

Bue Kennel
Witness

Dane P. Mason
Notary Public
Notary Public, Gwin County, Georgia
My Commission Expires November 18, 2025.

Recorded 12/11/03
Lola B. Jamsky
Clerk Superior Court

317938

STATE OF GEORGIA
COUNTY OF GLYNN

Return to: G. Carroll Palmatary, Esquire
1600 Union Street
Brunswick, Ga 31520

GLYNN COUNTY, GEORGIA

RECORDED
FILED IN OFFICE
DEC 10 PM 4 41

FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS
DRAKES LANDING SUBDIVISION

WHEREAS, on September 5, 2002, the Developer filed and recorded in the office of Clerk of Superior Court of Glynn County, Georgia, in Deed Book 1004, Page 760, certain Protective Covenants applicable to all lots in Drakes Landing Subdivision as shown upon the recorded map and plan of said subdivision.

WHEREAS, under Paragraph II. of said Protective Covenants the undersigned Declarant reserved the exclusive and unilateral right to amend or add to said Protective Covenants and limitations set forth above; and

WHEREAS, this Amendment is being made pursuant to that right so reserved;

NOW THEREFORE, the undersigned Declarant hereby amends the following provisions of the Restrictive Covenants:

V. Improvements.

2. Dwelling, Quality, Size and Design. Subsection 2 of Paragraph V is hereby deleted in its entirety and a new subparagraph 2. Is hereby adopted as follows:

2. Dwelling, Quality, Size and Design. All dwellings shall be of quality workmanship and materials. The main structure shall not be less than 2500 square feet including garage and covered porches, with a minimum of 2200 square feet of heated and air conditioned space. Two story residences must have no less than 1400 square feet on the ground floor. The garage shall be a minimum of 400 square feet, capable of housing a minimum of two (2) regular sized vehicles. The primary roof pitch of the main structure shall not be less than 6/12. The first floor finished elevation of all living areas shall have an average minimum height of twenty (20') inches above the finish grade.

This First Amendment shall apply to all unsold lots in Drakes Landing Subdivision and any future extensions or phases of said Subdivision.

This 28th day of November, 2003.

Signed, sealed and delivered
In the presence of:

Jerry D. Fu
Witness

BILL DUCKWORTH ENTERPRISES, INC.

BY: William L. Duckworth, Jr.
William L. Duckworth, Jr.

Mel E. Alig
Notary Public

(NOTARY SEAL)

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