

**BEAVER OAKS AND BEAVER OAKS POINTE SUBDIVISION
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**AS RECORDED BY
THE BIBB COUNTY CLERK'S OFFICE OF SUPERIOR COURT
STATE OF GEORGIA**



1 July 2015



**BEAVER OAKS MEMBERSHIP ASSOCIATION, INCORPORATED
P.O. BOX 26566
MACON GEORGIA 31221**

TABLE OF CONTENTS

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I - GENERAL CONDITIONS AND RESTRICTIONS

- A. [Residential Character of the Subdivision](#)
- B. [Architectural and Environmental Control Committee Review of Plans](#)
- C. [Restrictions Concerning Size and Placement of Dwelling Houses Other Structures](#)
- D. [Restrictions against Re-Subdivision](#)
- E. [Restrictions against Prohibited Activities](#)
- F. [Other General Provisions](#)

ARTICLE II - THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

- A. [Composition and Replacement](#)
- B. [Purposes and Powers](#)

ARTICLE III - BEAVER OAKS MEMBERSHIP ASSOCIATION

- A. [Organization, Membership, and Voting Rights](#)
- B. [Purposes and Powers](#)

ARTICLE IV - RECREATION AREA AND LAKE TOBESOFKEE

- A. [Recreation Area and Boat Ramp](#)
- B. [Lake Tobesofkee Authority and/or Bibb County Board of Commissioners](#)

ARTICLE V - DURATION AND TERMS OF RESTRICTIONS

- A. [Duration and Extension](#)
- B. [Amendments](#)
- C. [Titles](#)
- D. [Effect of Grantee's Acceptance of Deed](#)
- E. [Severability](#)
- F. [Remedies](#)

[FIRST AMENDMENT](#)

[SECOND AMENDMENT](#)

[THIRD AMENDMENT](#)

[FOURTH AMENDMENT](#)

ARTICLE I - MEETINGS

ARTICLE II - OFFICERS

ARTICLE III - ARCHITECTURAL AND ENVIRONMENTAL COMMITTEE

ARTICLE IV - POWERS

ARTICLE V - RULES AND REGULATIONS

NOTE: This document is a transposal off the official court records as referenced.

**BEAVER OAKS SUBDIVISION COVENANTS
UNIT I**

320184 BOOK 1294 PAGE 727

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 9th day of May, 1977, by VILLAGE LAND DEVELOPMENT, INC., JACK B. RIGDON and KATHRYNE M. RIGDON, hereinafter referred to as DEVELOPERS.

WITNESSETH:

WHEREAS, DEVELOPERS are the owners of certain real estate located in Bibb County, Georgia, known as all lots in Blocks A, B, C, and D of Unit I of BEAVER OAKS SUBDIVISION, according to a map or plat of Unit I of said subdivision as recorded in Plat Book 58, Folio 33, Clerk's Office, Bibb Superior Court, and incorporated herein by reference thereto for a more complete description of the property subject to this declaration, and ([AS AMENDED 31 AUG 1977](#))

WHEREAS, DEVELOPERS are about to sell and convey the lots located within said UNIT I, and ([AS AMENDED 31 AUG 1977](#))

WHEREAS, DEVELOPERS desire to subject and impose upon said lots in Unit I mutual and beneficial restrictions, conditions and protective covenants, hereinafter referred to as RESTRICTIONS, under a general plan and scheme for the mutual benefit and protection of the lots in Unit I and the future owners thereof, and in order to preserve and protect the residential plan add scheme for the benefit of all future owners, ([AS AMENDED 31 AUG 1977](#))

NOW, THEREFORE, the DEVELOPERS do hereby declare that all lots located within said UNIT I of BEAVER OAKS SUBDIVISION are held and shall be held, conveyed, transferred, hypothecated, encumbered, sold, occupied and improved subject to the covenants, conditions, and restrictions set forth herein, all and each of which are hereby declared and agreed to be in furtherance of a plan for the development, improvement and sale of lots in Unit I, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of BEAVER OAKS SUBDIVISION and the lots in UNIT I thereof, as a whole and separately, for the DEVELOPERS and all future owners; and all and each of which shall be covenants running with the land and, except as provided herein, shall be binding upon the DEVELOPERS and upon all parties having or acquiring any right, title or interest in and to the property or any part thereof, for the duration and under the terms herein after set forth. ([AS AMENDED 31 AUG 1977](#))

**ARTICLE I
GENERAL CONDITIONS AND RESTRICTIONS**

A. RESIDENTIAL CHARACTER OF THE SUBDIVISION:

1. GENERAL. All lots and building sites in Unit I of BEAVER OAKS SUBDIVISION, as shown on said plat, shall be and are designated as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any lot or building site other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three

BOOK 1294 PAGE 728

cars and such outbuildings as shall be incidental to residential use of the premises. No duplex, apartment house, boarding house or other multi-family dwelling or building shall be erected, altered, placed or permitted to remain on any lot or building site.

2. RESIDENTIAL USE OF TEMPORARY STRUCTURE OR ACCESSORY OUTBUILDINGS, ETC. PROHIBITED. No accessory out buildings shall be erected on any of said lots prior to the erection thereon of the single family dwelling house, and in no event shall any such accessory out- building, or any temporary structure located on said lots, ever be used as a residence, dwelling house, or place of human occupancy or habitation. No mobile home or house trailer shall be erected or placed on any lot, nor stored on any lot without the written approval of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE.

3. OCCUPANCY OR USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED. No dwelling House constructed on any of said lots shall be occupied or used for residential purposes or human occupancy until it shall have been substantially completed. The determination of whether a dwelling shall have been "substantially completed" shall be made by the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE hereinafter described, and the decision of that COMMITTEE shall be binding on all parties concerned.

B. ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE REVIEW OF PLANS: No building or improvement shall be erected, constructed, installed, placed or altered on any lot or building site in said Unit I until the plans, specifications (including exterior color scheme) and plot plan showing the location of such building or improvement, as prepared by a land surveyor, engineer or architect, shall have been approved in writing by the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE as to conformity and harmony of external design with the general subdivision plan and scheme and existing structures in Beaver Oaks Subdivision and as to location and position of the building or improvements with respect to topography and finished ground elevation. In the event such COMMITTEE or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.

C. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES OTHER STRUCTURES:

1. SET-BACK REQUIREMENTS. No building shall be erected constructed or located on any lot or building site less than 75 feet from the front lot line of all lots in Unit I, except Lots 6 and 9 of building shall be erected, constructed or located less than 50 feet from any side street line, nor less than 40 feet from any side lot line, nor less than 20 feet from any existing building on the same site, except that a detached garage or other outbuilding locate in the rear yard may be placed less than 40 feet from the side lot line upon written approval of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE. No dwelling house shall be erected, constructed or placed on any lot so as to reduce the rear yard of the lot on which it is located to less than 40 feet. **AMENDED:** "The foregoing notwithstanding, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE shall be authorized and empowered to waive and reduce the set-back requirements herein set forth and established for any numbered lot in the subdivisions if, in their opinion, to do so is appropriate and reasonable under the circumstances and for the building plan submitted for said lot and same does not detract from the general subdivision plan and scheme; provided, however, that nothing herein shall be deemed to authorize the COMMITTEE to waive or reduce the set-back requirements to less than those established by the Macon-Bibb County Planning and Zoning Commission and the zoning

laws in force in Bibb County, Georgia. Nothing herein shall be deemed to require the COMMITTEE to issue or grant any waiver, and the COMMITTEE shall not be held liable for either the granting of or failure to grant any waiver hereunder." ([AS AMENDED 5 AUG 1983](#))

2. MINIMUM LOT SIZE. No dwelling house shall be erected, constructed or located on any lot or building site in BEAVER OAKS SUBDIVISION which

BOOK 1294 PAGE 729

has an area of less than 1.5 acres or a width of less than 175 feet at the front building set-back line. ([AS AMENDED 25 OCTOBER 1978](#))

3. MINIMUM LIVING SPACE AREAS. No dwelling house shall be erected, constructed or located on any lot or building site in Unit the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,800 square feet in the case of one or one and one-half story structures, or less than 2,000 square feet in the case of two or two and one-half story structures. No main dwelling house structure shall be erected, constructed or located on any lot or building site unless same shall have not less than 1,000 square feet of habitable floor area on the ground floor level and any main dwelling house structure having less than 1,800 square feet of habitable floor area on the ground floor level shall also have a two or three car garage attached and appurtenant to the main dwelling house structure. In determining the amount of square footage contained within any structure, there shall not be taken into consideration any area which is wholly or substantially below ground level.

4. EXTERIOR CONSTRUCTION MATERIALS. The finished exterior of every building or structure erected, constructed or located on any lot or building site shall be of material other than tar paper, roll brick siding or any other similar material, and shall be subject to the approval of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE as herein set forth.

5. DILIGENCE IN CONSTRUCTION AND REPAIR. Every building, structure, or improvement, the erection, construction or location of which has been commenced, shall be completed within twelve months from the date of such commencement. No building, structure or improvements which has been wholly or partially destroyed, by fire or otherwise, shall be allowed to remain in such wholly or partially destroyed state for more than six months from the date of such destruction. ([AS AMENDED 25 OCT 1978](#))

6. FENCES. No fences or similar enclosures shall be located or installed on the front property lines or on the portions of the side lot lines in front of the dwelling house (meaning in front of the points on the side lot lines which would be intersected by lines extending from the front corners of the dwelling house at right angles to the sides of the dwelling house or on any portions of the lot located in front of the dwelling house, except here, in the opinion of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE and upon its written approval) such fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be keeping with the subdivision plan and the general character of the area. In such cases the COMMITTEE shall determine or approve in writing the size, location, height and composition of such fence or other enclosure.

BOOK 1294 PAGE 730

7. WELL HOUSES. No well and/or its operational apparatus will be permitted to remain exposed or unenclosed. No well house or enclosure shall be erected, constructed or located on any lot or building site until the plans and specifications for same shall have been approved in writing by the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE (unless same was included and approved as a part of the dwelling house plans and specifications) with respect to conformity and harmony of

external design with the general subdivision plan and existing structures, and as to location, position, and size of same.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than 5 square feet may be placed to advertise the property for sale or rent. Signs and notices normally used by a builder to advertise the property during construction and sale, and all permits and licenses required to be displayed are exempted from this RESTRICTION.

9. MAILBOXES, NEWSPAPER RECEPTACLES AND HOUSE NUMBERS. All mailboxes, newspaper receptacles and house numbers shall be uniform in height, size and design in accordance from the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE, and no nonconforming mailboxes, newspaper receptacles or house numbers shall be erected, placed or located within Unit I of Beaver Oaks Subdivision. The ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE and/or DEVELOPERS shall have the power and authority to erect or place conforming mailboxes, newspaper receptacles and/or house numbers at or on any lot (upon the owner's failure to erect or place same) and the cost of same, including installation, shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for the collection of a liquidated debt. Neither the COMMITTEE, the DEVELOPERS, nor their agents, or employees shall be liable for any damages which may result from the enforcement of this section.

10. SIGHT DISTANCES AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. PROHIBITION OF USED STRUCTURES. All structures constructed or placed on any numbered lot in the Beaver Oaks Subdivision shall be constructed with a substantial quantity of new materials, and no used structures shall be relocated or placed on any such lot.

12. MAINTENANCE OF LOTS AND IMPROVEMENTS.

(a) OWNER'S OBLIGATIONS. The owner of each lot in the Beaver Oaks Subdivision shall at all times maintain said lot and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly; and, specifically, such owner shall:

- i. Mow said lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon;
- ii. Remove all debris or rubbish from said lot;
- iii. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot;
- iv. Cut down and remove dead trees from said lot;
- v. Where applicable, prevent debris or foreign material from entering Lake Tobesofkee or
- vi. When such debris or foreign material has entered Lake Tobesofkee from said lot, to remove the same immediately;
- vii. Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid their becoming unsightly.

(b) ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE'S RIGHT TO PERFORM CERTAIN MAINTENANCE.

In the event that the owner of any lot in the Beaver Oaks Subdivision shall fail to maintain said lot and any improvements situated thereon in accordance with the provisions of these RESTRICTIONS, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these RESTRICTIONS. The cost therefor shall become a charge or lien upon said lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the COMMITTEE nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

D. RESTRICTIONS AGAINST RE-SUBDIVISION:

1. GENERAL. No separately numbered lot in Unit I, as shown on the recorded plat, shall in any way be subdivided or re-subdivided into more than one lot, and the owner of a separately numbered lot shall not convey or sell less than the whole of the owned lot, except that the owners on either side of a vacant numbered lot may jointly purchase the vacant numbered lot and may divide or subdivide same solely as additions to or extensions of their respective original numbered lots, and each of the resulting increased-in-size lots shall become a single "owned lot" hereunder for each owner, which thereafter may not be re-subdivided except to reform the original numbered (vacant) lot. Notwithstanding, however, the owner of any lot having an area of 4 acres or more may subdivide or re-subdivide such lot, provided no resulting lot or building site thereby formed shall be in violation of paragraph C.2 of ARTICLE I hereof.

The provisions hereunder respecting restrictions against re-subdivision shall not be applicable to the DEVELOPERS to the extent that the DEVELOPERS may rearrange unsold subdivision lots in Unit I as necessary or desirable in furtherance of the general subdivision plan or to affect future expansion and development, subject to paragraph C.2 of ARTICLE I hereof.

2. OWNERSHIP OF CONTINUOUS LOTS. Whenever two or more contiguous, lots in Beaver Oaks Subdivision shall be owned by the same person(s), and such person(s) shall desire to use said two or more lots as a site for a single family dwelling house, he {they) shall apply for written permission and approval of such usage and if same shall be granted, the lots constituting the single site shall be considered and treated as a single lot for the purpose of applying these RESTRICTIONS to said lots, so long as the lots remain improved with one single family dwelling house.

3. EXTENSION OF STREETS, ROADS, ETC. No street, road, or cul-de-sac within Unit I of Beaver Oaks Subdivision shall be extended into, over or across any numbered lot within Unit I, and no street, road or cul-de-sac shall be constructed on, over or across any numbered lot in Unit I. The restrictions hereunder shall not, however, be applicable to the DEVELOPERS to the extent that same may be necessary or desirable in furtherance of the general subdivision plan or to affect future expansion or development, subject to paragraph C.2 of ARTICLE 1 hereof.

BOOK 1294 PAGE 732

E. RESTRICTIONS CONCERNING PROHIBITED ACTIVITIES:

1. BUSINESS AND/OR TRADE ACTIVITY. No activity which may reasonably be construed as a business, professional, service or trade activity shall be conducted or carried on from on or within the lots in Beaver Oaks Subdivision, including, but not limited to, the following:

- (a) Nurseries and Day Care Centers;
- (b) Kennels, Stables or Animal Breeding;
- (c) Florists, Greenhouse Growing for Sale, Nurseries;
- (d) Farming or Agricultural Activities;
- (e) Mechanics or Repair Services;
- (f) Mining or Oil Drilling.

The RESTRICTIONS contained under this item shall not be construed as prohibiting the following:

- (a) Business, professional or trade activities confined and conducted wholly within the dwelling house, not involving displaying or warehousing of goods for sale and not involving a general invitation for the public to the premises, provided that no sign identifying or advertising same shall be displayed;
- (b) Babysitting;
- (c) Gardening for personal use and consumption;
- (d) Greenhouse growing for personal use or as a hobby;
- (e) Other amateur or hobby activities, which might not reasonably be construed as the conduct of a business, provided not in violation of other RESTRICTIONS.

2. ANIMALS. No poultry, swine, or other animals of any kind, except the usual household pets, shall be kept, boarded, raised, or maintained on any lot, or part thereof. Notwithstanding, horses, not to exceed two in number for each lot owner and family, shall be permitted, provided same shall be kept confined and provided adequate shelter for same shall be maintained. No owner shall board or stable more than two horses.

3. OFFENSIVE TRADE OR ACTIVITY. No noxious or offensive activities shall be conducted on any lot in Unit I, nor shall anything be done or allowed to continue on any lot that shall be or become an unreasonable annoyance or nuisance to any owner of other lots in Beaver Oaks Subdivision.

F. OTHER GENERAL PROVISIONS:

1. DISPOSAL OF SANITARY WASTE, ETC. No outside toilets shall be permitted, and no sanitary waste or other waste shall be permitted to enter Lake Tobesofkee. Violation of this item shall constitute a nuisance, and the DEVELOPERS and/or the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE may take such action as may be reasonably necessary to abate such nuisance; and the cost or expense of such abatement shall become a charge or lien upon the lot on which the nuisance originates and may be collected in any manner provided by law or in equity for collection of a liquidated debt. Neither the DEVELOPERS, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE, nor their agents, or employees shall be liable for any damage which may result from enforcement of this item.

2. VEHICLE PARKING. No vehicle shall be parked on any street in the subdivision. No truck, except a pickup truck, van or other personal use vehicle, shall be parked for overnight (or longer) storage on any lot in Unit I, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in Beaver Oaks Subdivision, the users of any streets in Beaver Oaks, or to persons on Lake Tobesofkee.

3. DISPOSAL OF GARBAGE, TRASH AND HOUSEHOLD REFUSE. No owner of any lot shall burn or permit the burning out-of-doors of garbage, trash or like household refuse, nor shall any such owner accumulate or permit the accumulation out-of-doors of such refuse on his lot, except as may be permitted in item "4" below.

4. CONCEALMENT OF FUEL STORAGE TANKS AND TRASH RECEPTACLES. Every tank for the storage of fuel that is installed outside any building in the Beaver Oaks Subdivision shall be either buried below the surface of the ground, or screened to the satisfaction of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE, by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage, shall be installed underground or shall be so placed and kept as not be visible from any street or lake within the Beaver Oaks Subdivision at any time, except at the times when refuse collections are being made.

5. RESTRICTION ON CONSTRUCTION OF MODEL HOMES, ETC. No owner of any lot in Beaver Oaks Subdivision shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house unless prior written permission to do so shall have been first obtained from the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE.

6. OBSTRUCTION OF DITCHES AND SWALES. It shall be the duty of every owner of every lot in Beaver Oaks Subdivision on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably required to accomplish the purposes of this sub-section. And, all lot owners, where required, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE as hereinafter described. No driveway pavement or blacktop shall extend beyond lot lines into common road rights-of-way, without the approval of the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE.

7. EASEMENTS. The DEVELOPERS reserve unto themselves, their successors, assigns and licensees, certain easements along, across, over, under and upon the lots and other property in Unit I, as follows:

(a) A ten-foot wide (10') easement on each lot along all road rights-of-way and a five-foot wide (5') easement along the side and rear lines of each and every lot in Unit I for the purpose of installing, maintaining and operating utility lines and mains thereon, together with the right to trim, cut or remove any trees and brush, and the right to locate guy wires, braces and anchors wherever necessary upon said lots, together with the right to install, maintain and operate utility lines and mains, and reserving unto themselves, their successors, assigns and licensees, the right of ingress and egress to such areas for any of the purposes herein. No permanent building or structure shall be erected, placed or located on such easements, but the same may be used for shrubs, landscaping, gardening, fencing and other purposes, provided such use does not interfere with the use of such easements for their intended purposes. In instances where an owner of two or more contiguous lots erects or constructs a dwelling house or outbuilding over or on a lot division line between the contiguous lots owned, the same shall not be subject to the five-foot (5') easement along or upon said lot division line.

(b) A fifteen-foot wide (15') easement along both sides of all road rights-of-way for the purpose of cutting, filling and drainage.

BOOK 1294 page 734

(c) All easements for drainage as shown on the recorded plat of Unit I, together with the right to cause or permit drainage of surface water over and through all lots, and further reserves an easement on, over and under all road rights-of-way for the purpose of installing, maintaining or operating utilities or drainage facilities.

(d) Each lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

(e) No owner of any lot shall have any claim or cause of action against the DEVELOPERS, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE, or their successors, assigns and licensees, either in law or in equity, arising out of the exercise of any easement rights reserved hereunder, except for willful or wanton negligence.

8. RIGHTS OF FIRST REFUSAL. Whenever the owner of any residential lot in Beaver Oaks Subdivision shall receive a bona fide offer to purchase said lot, which is acceptable to such owner, the said owner shall then offer to sell said lot at the price and on the terms contained in such bona fide offer, first to the owner of the lot on the right of the prospective seller's lot, and next to the owner of the lot on the left of the prospective seller's lot, and finally to the DEVELOPERS, or their assigns. Such offerings shall be made successively and in writing. Each of said offerees shall have ten (10) days after receipt of such offering within which to accept or refuse such offer, and shall be deemed to have refused such offering at the expiration of 10 days after receipt. If all of said offerees refuse to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free to sell said lot to the party who shall have made said bona fide offer at the price and on their terms as aforesaid. The "lot on the right" for purposes of this paragraph 8 shall be the next lot on one's right hand as one faces the rear of one's own lot. This provision shall not apply to the DEVELOPERS.

ARTICLE II
THE ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

A. COMPOSITION AND REPLACEMENT:

The ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE shall be composed of Jack B. Rigdon, Kathryne M. Rigdon, and Mark E. Bayer, and may act by a representative of a majority of the members of said COMMITTEE. In the event of death or resignation of any member of said COMMITTEE, the remaining members shall have the full authority of the COMMITTEE, or may name a replacement to the vacated seat on the COMMITTEE.

B. PURPOSES AND POWERS:

1. GENERAL. The ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE is formed for the purpose of regulating, enforcing and applying the RESTRICTIONS herein during development and completion of Beaver Oaks Subdivision, and the sale of the lots therein, in order to assure that the general purposes set forth herein are protected and preserved for the mutual benefit of all future owners, and in order to protect and preserve the general subdivision plan and scheme of Beaver Oaks Subdivision. The COMMITTEE shall have any and all authority, as expressly set forth herein and as may be reasonably necessary to assure these ends.

BOOK 1294 PAGE 735

2. LIABILITY OF COMMITTEE. Neither the COMMITTEE, nor any agent thereof, including the DEVELOPERS, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

3. DUTY OF INSPECTION ENFORCEMENT. To the extent that inspection of improvements is not provided for by appropriate governmental agencies, it shall be the duty of the COMMITTEE to inspect work being performed with its permission to assure compliance with these RESTRICTIONS and applicable regulations.

4. POWER OF DISAPPROVAL. The COMMITTEE may refuse to grant permission to construct, place or make the requested improvement when:

(a) The plans, specifications, drawings, or other materials submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these RESTRICTIONS; or

(b) The design or color scheme of a proposed improvement is not in harmony with the general subdivision plan and scheme and/or the general surroundings of said lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, would, in the opinion of the COMMITTEE, be contrary to the interests, welfare or rights of all or any part of the owners of other lots in Beaver Oaks Subdivision.

**ARTICLE III
BEAVER OAKS MEMBERSHIP ASSOCIATION**

A. ORGANIZATION, MEMBERSHIP AND VOTING RIGHTS:

1. GENERAL ORGANIZATION. There is to be created a property owner's membership association, to be known as the BEAVER OAKS MEMBERSHIP ASSOCIATION (hereinafter ASSOCIATION). The ASSOCIATION may be incorporated as a Georgia Non-Profit Corporation, under the laws of the State of Georgia. Every person who acquires title (legal or equitable) to any lot in Beaver Oaks Subdivision shall be a member of the ASSOCIATION, except that only one of any number of co-owners of a lot shall be a member and all co-owners shall be associate members.

The provisions herein requiring and establishing membership in the ASSOCIATION are not intended to apply to persons or entities holding an interest in the real estate merely as security for the performance of an obligation to pay money (e.g., mortgagees). However, if such person or entity should become the full legal owner, same will then be subject to all the requirements and limitations imposed by this declaration of RESTRICTIONS and on membership in the ASSOCIATION.

2. OFFICERS. There shall be no less than two officers of the ASSOCIATION, a President and a Secretary/Treasurer, whether the ASSOCIATION shall be incorporated or remain unincorporated. The term of such offices shall be one year, unless extended by vote of a majority of ASSOCIATION members. The ASSOCIATION may establish such other offices as the membership elects. The officers of the ASSOCIATION shall be elected by majority vote of the membership.

3. VOTING RIGHTS. Each member shall have one vote in the ASSOCIATION. Associate members shall not have voting rights.

BOOK 1294 PAGE 736

Any person owning two or more contiguous lots as a single lot or building site shall have but one full membership in the ASSOCIATION, and shall have but one vote in the ASSOCIATION, and shall not be entitled to one membership and one vote for each lot owned. Notwithstanding, the DEVELOPERS and other owners of two or more lots, each of which remains a separate lot or building site shall have one vote for each such lot owned. Any member who is delinquent by three months in the payment of charges or assessments hereunder shall forfeit his right to vote until such charges or assessments are paid.

B. PURPOSES AND POWERS:

1. GENERAL PURPOSES. The general purposes of the ASSOCIATION are to promote pleasure, social recreation and activities for its members, families and guests; to maintain and protect the general subdivision plan and scheme after completion of development and withdrawal of the DEVELOPERS; to provide a means whereby the recreation area and other common-use areas of the subdivision may be maintained, operated, repaired and replaced, for the benefit of all owners, and to promulgate and enforce regulations of the use of same; and to act on behalf of the membership in the enforcement and compliance of these RESTRICTIONS.

2. POWERS. The ASSOCIATION, in addition to powers granted in the by-laws if incorporated, shall have the power to assess and levy a uniform annual charge against the membership of the ASSOCIATION, in order to finance the operation of the ASSOCIATION, except that the ASSOCIATION shall at no time assess or levy a charge against the DEVELOPERS, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE, or the ASSOCIATION itself. The annual charge so assessed shall become due and payable on or before January 5 of each year, and shall bear interest at the legal rate applicable

during the year due, and shall become a lien against the subject lot(s) until paid. The ASSOCIATION shall not assess or levy such annual charge in full against a member purchasing or acquiring title to a lot after July 1 of any year, but may assess or levy not more than one-half of such annual charge. If, in the opinion of the officers of the ASSOCIATION (or the Board of Directors, if incorporated), any such charges have remained unpaid for an unreasonably long period of time, they may, on behalf of the ASSOCIATION, institute action, in law or equity, for the enforcement and collection of same as a liquidated debt, including foreclosure of such lien. In addition, the ASSOCIATION may levy such charges as are incurred in preventing or ceasing a nuisance, as set forth herein, or in enforcing the provisions herein relative to lot maintenance, which charges shall become a lien or charge against the subject lot, enforceable in law or equity in such manner as provided for the collection of a liquidated debt.

Every person acquiring title to a lot, or lots, in Beaver Oaks Subdivision is hereby notified that by the act of acquiring such title, such person becomes conclusively held to have covenanted to pay to the ASSOCIATION all charges levied pursuant to this section. The ASSOCIATION shall, upon demand, issue a certificate, in writing, that the charges or assessments on any specific lot have or have not been paid, as the case may be, and shall provide an itemization of all charges or assessments alleged to remain unpaid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

3. PURPOSES OF ASSESSMENTS. The charges or assessments permitted herein shall be used exclusively for the purpose of promoting the recreation, health, safety and mutual benefit of the members, and, in particular, for the maintenance and improvement of, and to pay taxes and insurance premiums on the recreation area and other common use areas, and the enforcement of these RESTRICTIONS.

BOOK 1294 PAGE 737

**ARTICLE IV
RECREATION AREA AND LAKE TOBESOFKEE**

A. RECREATION AREA AND BOAT RAMP:

There is to be constructed by DEVELOPERS a recreation area and boat ramp, which shall be for the mutual and exclusive benefit of owners of lots in Beaver Oaks Subdivision, their families and guests. DEVELOPERS covenant only that they shall complete the recreation area, to consist of parking facilities and the boat ramp, and shall not be obligated for the maintenance or operation of same, which shall be the burden of the ASSOCIATION. DEVELOPERS reserve the right to convey the recreation area and boating ramp, as well as other common-use areas, to the BEAVER OAKS MEMBERSHIP ASSOCIATION, and covenant not to convey same to any privately owned person, business or entity.

B. LAKE TOBESOFKEE AUTHORITY AND/OR BIBB COUNTY BOARD OF COMMISSIONERS:

Every person acquiring title to a lot or lots in Beaver Oaks Subdivision is hereby notified that no ownership or user rights in and to Lake Tobesofkee are covenanted herein or conveyed by the DEVELOPERS. Each such person expressly covenants that he is aware of and agrees to abide by the Rules and Regulations applicable to Lake Tobesofkee, as set forth by the Lake Tobesofkee Authority, the Bibb County Board of Commissioners, and/or such other authority having control thereof, specifically including, but not limited to:

1. BOAT RAMP USER FEES. The use of the boat ramp in the recreation area of Beaver Oaks Subdivision is subject to the Rules and Regulations of Lake Tobesofkee and any assessments by the appropriate authority for such use shall be the obligation of the respective lot owners.

2. DOCKS, PIERS, ETC. Docks, piers and other structures constructed on or in Lake Tobesofkee are subject to the Rules and Regulations of Lake Tobesofkee, and the construction, erection or placement of same shall be done in compliance therewith.

3. BOATING AND WATER SKIING. All boating and water skiing upon Lake Tobesofkee is subject to the Rules and Regulations of Lake Tobesofkee.

4. LITTER AND DEBRIS. The existence of and casting of litter and debris upon Lake Tobesofkee is prohibited and enforced under the Rules and Regulations of Lake Tobesofkee.

**ARTICLE V
DURATION AND TERMS OF RESTRICTIONS**

A. DURATION AND EXTENSION:

1. These COVENANTS, CONDITIONS and RESTRICTIONS shall be covenants running with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from

BOOK 1294 PAGE 738

the date hereof, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or part by vote of those persons who are then owners of a majority of the numbered lots in Beaver Oaks Subdivision.

2. Notwithstanding, and in light of recent Court decisions regarding automatic extensions of restrictions, and in order that the general subdivision plan and scheme shall not be frustrated by a Court decision that these RESTRICTIONS cannot be automatically extended, the covenants, conditions and restrictions herein contained, as may be amended, may, from time to time, be extended or renewed, for any length of time not to exceed twenty years for each such extension or renewal, by an oral vote of a majority of the members of the REAVER OAKS MEMBERSHIP ASSOCIATION, voting at a regular or specially called meeting of said ASSOCIATION, providing notice of said meeting shall specifically state that a vote will be taken concerning whether or not these RESTRICTIONS, as may be amended, should be extended or renewed. If such vote shall be taken within 30 days thereof, the President of said ASSOCIATION shall execute an affidavit stating that proper notice was given prior to the meeting, that such notice specifically stated that a vote would be taken on the extension or renewal of these RESTRICTIONS (as amended), and that the majority of those voting voted to extend or renew these RESTRICTIONS and the duration thereof, or that they voted not to extend or renew these RESTRICTIONS; and the President shall cause such affidavit to be recorded in the Clerk's Office of Bibb Superior Court within said 30 days. The procedures provided in this section shall be used only for the purpose of showing an extension or renewal of these RESTRICTIONS, as amended, on the public records, and for no other purpose. The provisions hereof are alternative only, in the event of Court decision refusing to recognize automatic extensions, and the failure of the ASSOCIATION to take such a vote shall not, in and of itself, act to prevent the automatic extensions herein set forth.

B. AMENDMENTS:

The right is hereby expressly reserved to amend, annul, waive, change, enlarge and modify any of the RESTRICTIONS herein contained by an instrument in writing, signed and acknowledged by the DEVELOPERS, or their assigns, for so long as they shall own any lots in Beaver Oaks Subdivision, and the owners of the majority of the lots in Beaver Oaks Subdivision, and all such instruments shall be recorded in the Clerk's Office of Bibb Superior Court. For purposes of amendment, a land contract vendee shall be considered an owner.

C. TITLES, ETC.:

The underlined titles preceding the various paragraphs and sub-paragraphs, as well as titles of the various Articles, are for convenience of reference only. Whenever and wherever applicable the singular shall include the plural and the masculine shall include the feminine and neuter.

D. EFFECT OF GRANTEE'S ACCEPTANCE OF DEED, ETC.:

The grantee of any lot subject to these RESTRICTIONS, by acceptance of a deed or other instrument conveying title thereto, or by the execution of a contract for the purchase thereof, whether from the DEVELOPERS or a subsequent owner of any such lot, shall accept such deed or execute such contract subject to each and every RESTRICTION and provision herein. Further, that by acceptance of such deed or by execution of such contract, such persons do acknowledge the rights and powers of the DEVELOPERS with respect to these RESTRICTIONS, and do,

BOOK 1294 PAGE 739

for themselves, their heirs, representatives, successors and assigns, covenant, agree and consent with and to the DEVELOPERS and the owners, present and future, of each of the lots in Beaver Oaks Subdivision, to keep, observe, comply with and perform such restrictions and provisions.

E. SEVERABILITY:

Each and every one of the RESTRICTIONS herein is hereby expressly declared to be independent of, and severable from, each and every other one of the RESTRICTIONS herein. Therefore, if any of the RESTRICTIONS or any part of a RESTRICTION shall be held to be invalid, unenforceable, or not running with the land, such hold- in& shall be without effect upon the validity, enforceability and duration of the remaining RESTRICTIONS, or parts of RESTRICTIONS.

F. REMEDIES:

1. The DEVELOPERS, the BEAVER OAKS MEMBERSHIP ASSOCIATION, or any party to whose benefit these RESTRICTIONS inure, may proceed at law or in equity to prevent the occurrence of, or continuation of, any violation of these RESTRICTIONS.

2. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these RESTRICTIONS shall be held to be a waiver by that party or others of any right available to him or others upon the occurrence, recurrence or continuation of such violation(s) of these RESTRICTIONS, nor shall same act as an estoppel of that party or others.

3. The DEVELOPERS shall not be liable for damages of any kind or nature to any person for failure to abide by, or failure or delay in enforcing or carrying out, any of these RESTRICTIONS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

SIGNED

JACK B. RIGDON

KATHRYNE M. RIGDON

MARK BAYER, PRESIDENT

VILLAGE LAND DEVELOPMENT INC.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

PATIENCE S. HANSLIN

JUDITH HENRY

NOTARY PUBLIC, GEORGIA

GEORGIA, BIBB COUNTY, CLERK'S OFFICE SUPERIOR COURT

FILED FOR RECORD MAY 9 1977 AT 2:30 PM

RECORDED MAY 10 1977

BEAVER OAKS SUBDIVISION
FIRST AMENDMENT

WHEREAS the undersigned VILLAGE LAND DEVELOPMENT, INC., JACK B. RIGDON, and KATURYNE M. RIGDON (hereinafter DEVELOPERS) are the owners and developers of certain real estate located in Bibb County Georgia, being known as all lots in Blocks A, B and C of Unit 1, Section I, of BEAVER OAKS SUBDIVISION according to a plat; thereof recorded in Plat Book 58, Page 33, and all lots in Block C and D of Unit 2, Section I, of BEAVER OAKS SUBDIVISION according to a plat thereof recorded in Plat Book 58, Page 82, and all lots in Block G and H of Section II of BEAVER OAKS SUBDIVISION according to a plat thereof recorded in Plat Book 58, Page 83, all such plats being recorded in the Clerk's Office, Bibb Superior Court, and

WHEREAS, heretofore on May 9, 1977, DEVELOPERS made, declared, published and recorded certain COVENANTS, CONDITIONS AND RESTRICTIONS covering Unit 1 of BEAVER OAKS SUBDIVISION, the same being recorded in [Book 1294, Pages 727-739](#), said Clerk's Office, and

WHEREAS, DEVELOPERS desire to subject and impose the same and exact mutual and beneficial restrictions, conditions and protective covenants on all lots of BEAVER OAKS SUBDIVISION, as described in all plats referred to above and hereby incorporated herein, same being under a general plan and scheme for the mutual benefit and protection of all such lots and the future owners thereof, and in order to preserve and protect the residential plan and scheme for the benefit of all future owners,

NOW, THEREFORE, the DEVELOPERS do hereby declare that all lots in BEAVER OAKS SUBDIVISION as set forth above are held and shall be held, conveyed, transferred, hypothecated, encumbered, sold occupied, and improved subject to the same and exact COVENANTS, CONDITIONS AND RESTRICTIONS as set forth in the declaration of same, herein referred to, as recorded in Book 1294, Pages 727 739, said Clerk's Office, which COVENANTS, CONDITIONS AND RESTRICTIONS are hereby incorporated herein

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31ST day of August 1977.

SIGNED
JACK B. RIGDON
KATHRYNE M. RIGDON

MARK BAYER, PRESIDENT
VILLAGE LAND DEVELOPMENT INC.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF
WILLIAM J. SELF
NOTARY PUBLIC, GEORGIA

GEORGIA, BIBB COUNTY, CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD SEP 9 1977 AT 5:23 PM

BEAVER OAKS SUBDIVISION
BEAVER OAKS POINTE SUBDIVISION
SECOND AMENDMENT TO RESTRICTIVE COVENANTS

RECORDED SEP 12 1977 BOOK 1466 PAGE 146

WHEREAS, the undersigned VILLAGE LAND DEVELOPMENT CO., INC. and TOWER, INC. (hereinafter referred to as DEVELOPERS) have heretofore made and declared certain covenants, conditions and restrictions (hereinafter referred to as RESTRICTIONS) applicable to BEAVER OAKS SUBDIVISION and BEAVER OAKS POINT SUBDIVISION, such declarations being of record in Book 1294, Pages 727-739, Book 1305, Pages 175-176, Book 1340, Pages 378-379, and Book 1411, Pages 368-369, in 'the Clerk's Office, Bibb Super or Court, and

WHEREAS, pursuant to Article V., Paragraph B. of said RESTRICTIONS, the DEVELOPERS desire hereby to amend and modify certain parts and/or provisions of said RESTRICTIONS, the DEVELOPERS being the owners of a majority of the lots in the subdivisions,

NOW, THEREFORE, the DEVELOPERS do hereby make, publish and declare the following amendment to said RESTRICTIONS:

1. ARTICLE I, Paragraph C.1. (Set-Back Requirements) is hereby amended and modified by adding thereto, immediately following the last sentence of said paragraph as now existing, the following:

1. SET-BACK REQUIREMENTS. "The foregoing notwithstanding, the ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE shall be authorized and empowered to waive and reduce the set-back requirements herein set forth and established for any numbered lot in the subdivisions if, in their opinion, to do so is appropriate and reasonable under the circumstances and for the building plan submitted for said lot and same does not detract from the general subdivision plan and scheme; provided, however, that nothing herein shall be deemed to authorize the COMMITTEE to waive or reduce the set-back requirements to less than those established by the Macon-Bibb County Planning and Zoning Commission and the zoning laws in force in Bibb County, Georgia. Nothing herein shall be deemed to require the COMMITTEE to issue or grant any waiver, and the COMMITTEE shall not be held liable for either the granting of or failure to grant any waiver hereunder."

EXCEPT as expressly and specifically amended or modified here- by, the said RESTRCTIONS shall not be deemed otherwise altered, amended or modified hereby.

IN WITNESS WHEREOF, the DEVELOPERS have executed this declaration and hereunto set their hands and seals this 5TH day of August, 1983.

SIGNED
JACK B. RIGDON
KATHRYNE M. RIGDON

MARK BAYER, PRESIDENT
VILLAGE LAND DEVELOPMENT INC.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF
WILLIAM J. SELF
NOTARY PUBLIC, GEORGIA

GEORGIA, BIBB COUNTY, CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD xxxxxxxxxxxx AT xxxxxx PM

**BEAVER OAKS SUBDIVISION
THIRD AMENDMENT TO RESTRICTIVE COVENANTS**

BOOK 1340 PAGE 378

WHEREAS the undersigned, VILLAGE LAND DEVELOPMENT, INC., JACK B. RIGDON and KATHRYNE M. RIGDON, (hereinafter called the DEVELOPERS), have heretofore made and declared certain covenants conditions and restrictions (hereinafter called RESTRICTIONS) applicable to BEAVER OAKS SUBDIVISION, such declarations being recorded in Book 1294 Pages 727-739, and Book 1305 Pages 175-176, Clerk's Office, Bibb Superior Court, and

WHEREAS, the DEVELOPERS have re-subdivided Lot 1, Block "A", Unit 1, Section I, said re-subdivision being shown according to plat recorded in Plat Book: 60, Page 26, said Clerk's Office, and Lots 2 through 9, inclusive, Block "A", Unit 1, Section I, said re-subdivision being shown according to plat recorded in Plat Book 60, Page 27, said Clerk's Office, and Lots 1 through 6, inclusive, Block "B" and Lot 1, Block "C", Unit 1, Section I said re-subdivision being shown according to a plat recorded in Plat Book 60, Page 28, said Clerk's Office, and

WHEREAS, pursuant to Article V., Paragraph B of said RESTRICTIONS, the DEVELOPERS desire hereby to amend certain portions of said RESTRICTIONS, the DEVELOPERS owning a majority of the lots in said subdivision.

NOW, THEREFORE, the DEVELOPERS do hereby make, publish and declare the following amendments to said RESTRICTIONS:

1. ARTICLE I, Paragraph C.2. (Minimum Lot Size) is hereby deleted in its entirety, and the following language shall be substituted, hereafter to be and constitute ARTICLE I, Paragraph C.2.:

"2. MIMIMUM LOT SIZE: No dwelling or house shall be erected, constructed or located on any Lot or building site in BEAVER OAKS SUBDIVISION which has an area of less than 1.5 acres or a width of less than 175 feet at the front building set-back line."

2. ARTICLE I, Paragraph C.5. (Diligence in Construction) is hereby deleted in its entirety, and the following language substituted.

BOOK 1340 PAGE 379

"5. DILIGENCE IN CONSTRUCTION AND REPAIR. Every building, structure, or improvement, the erection, construction or location of which has been commenced, shall be completed within twelve months from the date of such commencement. No building, structure or improvements which has been wholly or partially destroyed, by fire or otherwise, shall be allowed to remain in such wholly or partially destroyed state for more than six months from the date of such destruction."

THIS AMENDMENT shall not otherwise alter, amend, change or modify said RESTRICTIONS than as set forth specifically herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of October, 1978.

SIGNED
JACK B. RIGDON
KATHRYNE M. RIGDON

MARK BAYER, PRESIDENT
VILLAGE LAND DEVELOPMENT INC.

Signed, sealed and delivered in the presence of
WILLIAM J. SELF
SANDY KENTTIERS
NOTARY PUBLIC, GEORGIA

GEORGIA BIB COUNTY CLERKS OFFICE, SUPERIOR COURT
FILED 25 OCT 1978 at 12:00 Noon

**BEAVER OAKS MEMBERSHIP ASSOCIATION
THIRD AMENDMENT TO RESTRICTIVE COVENANTS
BY-LAWS REVISED AND APPROVED BY MEMBERS
19 JANUARY 2008**

BOOK 7780 PAGE 119-120

(In the event of conflict between these By-laws and the Covenants, the Covenants shall take precedence)

ARTICLE I

1. MEETINGS.

A. Regular meetings of the Association shall be scheduled at 11:00 a.m. the second Saturday of January, April, July, and October of each year. Slight variations of dates within the month may apply at the discretion of the officers. The April meeting shall be designated as the Business meeting and election of new officers. Notification of the meeting site will be by a sign placed at the front entrance at least ten (10) days prior to the meeting.

B. Issues brought before the Association require Membership approval must be voted on and passed before becoming effective. Only Members who are current with their membership dues may vote. Only one (1) vote per household may be cast. Votes by the voting member of the household must be cast "in person" by the member voting. A minimum of five (5) voting members of the Association shall constitute a Quorum.

C. Special meetings of the entire Association membership may be called by either the President, Vice President, Secretary, or Treasurer at any time. Prior notice of such meeting must be by First Class mail or by any direct conveyance to the membership at least ten (10) days prior to the meeting date.

D. Election of officers will take place during the April Business meeting of each year.

ARTICLE II

1. OFFICERS.

A. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer henceforth known as the "Board of Directors". The Board of Directors shall be elected at the annual business meeting and serve for a term of one (1) year. The sitting Vice President will automatically assume the President's position at that election. In the event the sitting Vice President chooses not to assume the position, a President shall be elected by the membership. Any officer may be reelected and succeed themselves. Elected officers will assume their position May 1st and serve until April 30th of the following year.

B. The President shall preside at all meetings and enforce the proper execution of the Charter and By-laws. The President shall appoint all committee members and serve as the Chairman on all committees. Chairmanship, at the discretion of the President, may be delegated to another officer.

C. The Vice President shall assist the President in carrying out the duties of the office and preside in his/her absence.

D. The Secretary shall be responsible for all correspondence as directed by the President. The Secretary shall take accurate minutes of all meetings and have a complete set of minutes from the previous meeting.

E. The Treasurer shall receive all monies and maintain proper financial records. The Treasurer is responsible for keeping all records up to date. These records shall include a current roll of all Association members, accounting of all paid and delinquent dues, accounting of expenses and any

other financial records pertinent to the operation of the Association. The Treasurer shall be responsible to insure that all bills received are paid in a current manner. This would include taxes for the Boat Dock, utility bills, insurance premiums, Post Office Box Rental and any miscellaneous bills that may be incurred.

ARTICLE III

1. ARCHITECTURAL AND ENVIRONMENTAL COMMITTEE.

A. This committee will review and approve improvement projects in the neighborhood. They will act in accordance with the "DILIGENCE IN CONSTRUCTION" covenants of the neighborhood. At each quarterly meeting, they will report to the residents any improvement requests that have been presented during the prior quarter and the status of each. Any projects requiring Association approval for projects not in accordance with the "DILIGENCE IN CONSTRUCTION" covenants must be approved by the Board of Directors.

ARTICLE IV

1. POWERS.

A. In accordance with the ARTICLE III, Section B, Paragraph 2 of the Covenants, the Association shall place a lien upon any delinquent property owner for nonpayment of Association dues. Dues shall be delinquent after May 1 of the year billed.

ARTICLE V

1. RULES AND REGULATIONS.

A. Any member utilizing the boat ramp facilities for access to Lake Tobesofkee must possess either a daily pas or a current annual pass issued by the Lake Tobesofkee Authority.

B. The locks on the boat ramp facilities will be changed during the month of May each year. The keys will only be obtainable by property owners who have paid their current annual Association dues. One (1) key per property owner will be issued. Replacement keys will be available for a \$25.00 fee. Each key will be assigned, numbered, and registered with the Tobesofkee Rangers annually. The keys are for the Association members only. Any violators of the key privileges shall lose their gate privileges for one (1) year form the date of infraction.

C. The Association supports all Rules and Regulation of the Lake Tobesofkee Authority.

D. In cooperation with the Bibb County Sheriff's Department, any activity in the subdivision deemed detrimental to the wellbeing of resident's safety will not be tolerated. Acts of vandalism of the common areas or unsafe operation of any vehicles including cars, trucks, motorcycles, four wheelers, and golf carts will be reported to the proper authorities.

These By-laws were approved by the Beaver Oaks Membership Association on January 19, 2008 and supersede any previous By-Laws of the Association.

Darrell Rayle
PRESIDENT

Mark Stokes
VICE PRESIDENT

Doc ID: 005392490002 Type GLR
Filed: 03/03/2008 at 1240 PM

Lola Williams
SECRETARY

Lydia Lassiter
TREASURER

Page 1 of 2
Bibb county Superior Court
Dianne Brannen, Clerk