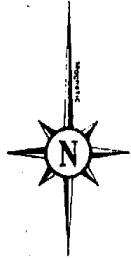


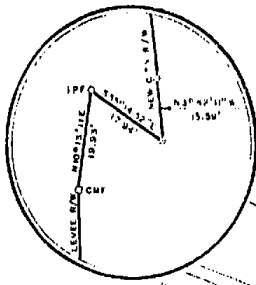
PARCEL "A" - 2.3 ACRES  
 PARCEL "B" - 1.4 ACRES  
 PARCEL "C" - 2.3 ACRES  
 PARCEL "D" - 4.1 ACRES



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**NOTES**

1. Ref. Plat for Dr. J.B. Junnon, Jr., Prepared by Cromton, Roberson, & Whitehurst, P.C., Filed Oct 25, 1965
2. Ref. Plat for John H. Bennett, Prepared by Charles T. Alexander, Dated April 22, 1960
3. Ref. Plat for The City Council Of Augusta, Prepared by Bobby Price, Dated October 25, 1979.
4. Ref. Boundary and Topographic Map of Acres For Lee H. Brandenburg, Prepared by James G. Swift & Associates, Dated November 28, 1983.
5. Portions of this Property Do Lie Within a Designated Flood Plain.
6. Acreage computed to top of bank from Topographic Map.



COMPILED PLAT  
 OF  
**Goodale Landing**

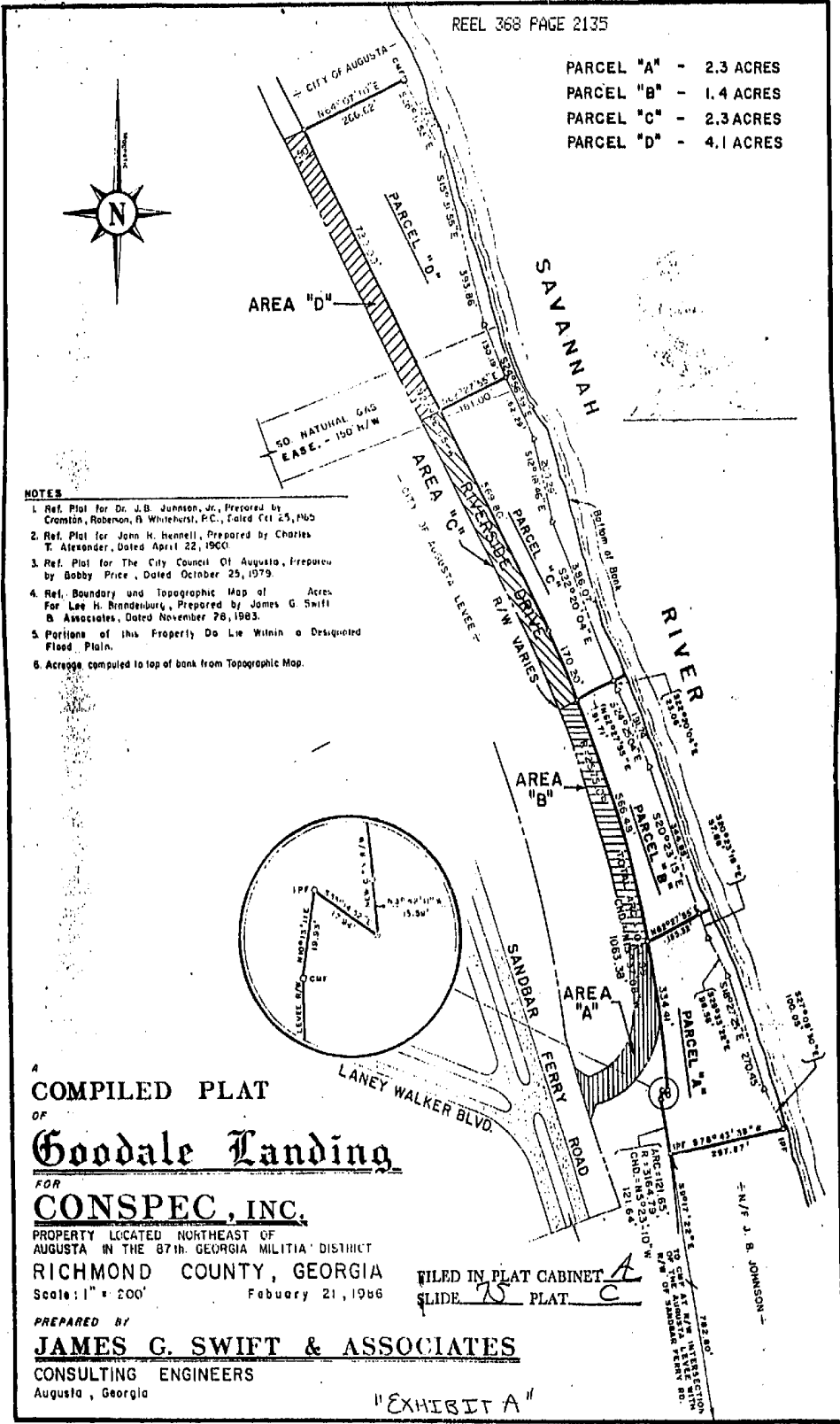
FOR  
**CONSPEC, INC.**

PROPERTY LOCATED NORTHEAST OF  
 AUGUSTA IN THE 87th GEORGIA MILITIA DISTRICT  
 RICHMOND COUNTY, GEORGIA  
 Scale: 1" = 200' February 21, 1986

PREPARED BY  
**JAMES G. SWIFT & ASSOCIATES**  
 CONSULTING ENGINEERS  
 Augusta, Georgia

"EXHIBIT A"

FILED IN PLAT CABINET A  
 SLIDE 2 PLAT C



"EXHIBIT B" REEL 368 PAGE 2136

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STATE OF GEORGIA            )  
                                  ) PROTECTIVE COVENANTS  
RICHMOND COUNTY            )

GOODALE LANDING

This Declaration of Protective Covenants made and published this 16<sup>th</sup> day of September, 1991, by CONSPEC, INC. of Richmond County, Georgia, hereinafter referred to as "Owner";

W I T N E S S E T H:

THAT WHEREAS, the Owner owns the following described property to-wit:

All those eight (8) lots and tracts of land into which Parcel D shown on a compiled plat of Goodale Landing by James G. Swift & Associates dated February 21, 1986, and properly recorded in the Office of Clerk of Superior Court of Richmond County, Georgia and by reference made part hereof, shall hereafter be subdivided. A plat of said eight (8) lots shall be recorded in said Clerk's Office and as recorded shall become a part hereof by reference thereto.

WHEREAS, the Owner desires to place thereon Protective Covenants governing and regulating the use and occupancy of said property.

WHEREAS, it is to the interest, benefit and advantage of the Owner and to each and every person who shall hereafter purchase

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one of said eight (8) lots of land that certain Protective Covenants governing 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 premises and of the benefits to be derived by the Owner and each and every subsequent owner of any portion of the property to which these covenants have been declared to be applicable, the said CONSPEC, INC. does hereby set up, establish, promulgate and declare the following Protective Covenants to apply to each of said eight (8) lots located within the following described property, to-wit:

ALL those eight (8) lots and tracts of land into which Parcel D will be subdivided which parcel D is shown on a plat of Goodale Landing by James G. Swift & Associates dated February 21, 1986, and by reference incorporated herein. The lots are to be identified on said plat as lots one (1) through eight (8) and each shall front seventy-five feet (75'), more or less on the Savannah River.

Said covenants shall become effective September 1, 1991, and run with the land to be binding on all persons claiming under and through the Owner for a period of twenty-one (21) years thereafter. Said covenants may be extended or terminated in whole or in part only as hereinafter provided.

1. LOT. The word "Lot" is hereby defined as each and every lot, or any portion thereof, of the lots numbered one (1)

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through eight (8) on a plat to be prepared by James G. Swift & Associates which will constitute a subdivision of said Parcel D.

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and one garage.

3. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Plans and specifications when submitted to the Committee for approval shall be accompanied by a written opinion of an appraiser to the effect that upon the completion of construction in accordance with said plans and specifications the improvements (exclusive of the value of the lot) will have a fair market of not less than \$200,000.00. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in paragraph numbered 14 hereof.

4. DWELLING COST, IMPROVEMENT, QUALITY AND SIZE. The residence structure (exclusive of value of land, shall have a fair market value after completion of not less than \$200,000.00.

5. BUILDING LOCATION. For the purpose of these covenants, all lots subject hereto shall have the Savannah River as a

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boundary line. The River shall be deemed to be the front lot line. No dwelling shall be located nearer than ten (10) feet to the street side of the lot line. All buildings shall be five feet (5') from the side of the lot line. For the purpose of this covenant, eaves, stops, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. The restrictions in this paragraph may be reasonably modified on any lot by the Architectural Control Committee if said modification does not materially affect the adjoining property owners.

6. LOT AREA AND WIDTH. No more than one (1) dwelling and one (1) garage shall be constructed on any one lot. No lot shall be subdivided except with the written approval of the Architectural Control Committee as provided for in paragraph 14 hereof. In the event the Architectural Control Committee grants permission to divide any lot, said Committee shall also have the right to amend the requirements and provisions set forth in paragraph numbered 5 hereof.

7. EASEMENTS. Easements for the purpose of installation and maintenance of utilities and drainage facilities are reserved over the street side ten feet (10') of each lot and five feet (5') on each side line.

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

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other

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outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one profession sign of not more than one square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and initial sales period.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot, no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, housed or kept on any lot, except that household pets may be housed inside the premises so long as said housing of household pets is not in connection with any commercial purpose.

13. GARBAGE, REFUSE DISPOSAL AND CLOTHESLINES. No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or debris of any kind. Trash, garbage or other waste shall not be permitted on any lot except in sanitary containers which are stationary and made part of the approved architectural design and residence structure. Garbage bags are not permitted outside the buildings except in approved containers. No clothes line or other type of device used for hanging clothes or

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other articles shall be permitted outside the residence structure.

14. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The Architectural Control Committee shall be the Riverfront Development Review Board whose address is c/o City Council of Augusta, Augusta-Richmond County Municipal Building, 530 Greene Street, Augusta, Georgia 30911 and a representative of Conspec, Inc.

(b) PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been sent to each member of the Committee by certified mail, approval will not be required and the related covenants shall be deemed to have fully complied with.

15. MODIFICATION OF RESTRICTIONS. The restrictions of any paragraph of these covenants may be reasonably modified on any lot by the Architectural Control Committee with the consent of the City Council of Augusta if such modification does not materially affect the adjoining property owners.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one (21) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. All construction on or about the lots described in these covenants shall be subject to the MANUAL FOR OPERATION AND

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MAINTENANCE OF FLOOD CONTROL PROJECT, AUGUSTA CITY LEVEE, AUGUSTA, GEORGIA, prepared by the United States Engineer Office, Savannah, Georgia, which re on file in that office.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. SEVERABILITY. Invalidation of any one of these covenants, or any part, paragraph or portion of these covenants, shall not invalidate the remaining provisions of these covenants.

IN WITNESS WHEREOF, CONSPEC, INC. has caused its proper corporate officers to execute this document and affix its corporate seal hereto as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Signature]*  
*Brenda J. Jennings*  
Notary Public, Richmond  
County, Georgia

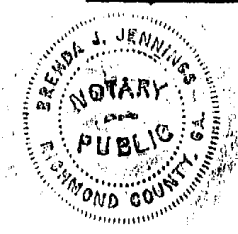
My Commission Expires:

Notary Public, Richmond County, Georgia  
My Commission Expires Feb. 4, 1998

) CONSPEC, INC.

BY: *[Signature]*  
As its: President

ATTEST: *[Signature]*  
Secretary



GA, RICHMOND COUNTY CLERK SUPERIOR COURT  
FILED FOR RECORD 01 OCT 1991 AT 1:11 PM  
RECORDED 02 OCT 1991