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COLUMBIA COUNTY, GEORGIA

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Witness & Notary  
CINDY MASON, CLERK

ANDREW J. KILPATRICK, II  
ATTORNEY AT LAW  
3 GEORGE C. WILSON COURT  
AUGUSTA, GEORGIA 30909

**DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS  
APPLICABLE TO THE ASHBROOKE SUBDIVISION**

WHEREAS, Nordahl Development West, Inc., a corporation organized and existing under the laws of the State of Georgia, is the owner of certain lands located in Columbia County, Georgia, which it is developing into a community known as Ashbrooke Subdivision Section One.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands as may be placed from time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby, or subject hereto in the future, and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE I  
DEFINITIONS

The following words and terms, when used in this Declaration or in any amendment hereto or in any supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

1. "Association" shall mean and refer to Ashbrooke Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.
2. "Board of Directors" and "Board" shall each mean the elected governing body having charge of the affairs of the Association.
3. "Common Area" shall mean all real property which is shown and depicted on the recorded plat which is not included with any Lot as defined in Section 8, dedicated to any governmental authority, or included in the right of way for streets and is owned by the Association for the common use and enjoyment of the Owners.
4. "Company" shall mean and refer to Nordahl Development West, Inc., its successors and assigns.
5. "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Ashbrooke Subdivision.
6. "Home" shall mean the improvements on a Lot intended for use and occupancy as a residence.

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Clerk Superior Court, Columbia County  
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7. "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan for Ashbrooke Subdivision prepared by the Company as the same may be revised from time to time by the Company or as indicated on recorded plats or other recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.

8. "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown upon any recorded plat designated for separate ownership and occupancy. Unless the context indicates otherwise, the term Lot includes all improvements on the Lot.

9. "Member" shall mean and refer to any Owner.

10. "Mortgage" shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

11. "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representatives, heirs, assigns, successors, tenants, guests, invitees and licensees. The holder of a Mortgage is not an Owner.

12. "Property" shall mean and refer to the land described in Exhibit "A" attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.

## ARTICLE II EASEMENTS

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

2. Utility Easements. The Company reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear ten (10) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the re-subdivision or the altering of any Lot under Article VI, Section 4 hereof, this easement shall apply to the Lot as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial recorded plat. Where a larger easement is shown on any recorded plat or other recorded document, the larger easement will apply instead of the easement herein reserved. This easement

expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

3. Emergency Easements. The Association shall have an easement to enter upon any Lot and the Home thereon for emergency, security, safety and other purposes reasonably necessary for the protection of persons and Property in Ashbrooke, which right may be exercised by the officers, agents, employees and managers of the Association, and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Lot or the Home thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner or occupant thereof, or in the event such Owner or occupant fails or refuses to cure the hazardous condition. Except in an emergency situation, entry shall only be during business hours and after notice to the Owner or occupant.

4. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a Lot pursuant to the provisions of this Article, the Company shall restore such portion of the Lot as nearly as is reasonably possible to its condition immediately prior to such installation.

ARTICLE III  
THE ASSOCIATION

1. Association. A Georgia nonprofit corporation named Ashbrooke Property Owners Association, Inc. has been organized so as to provide an entity to hold title to common Property, operate and maintain the common Property, and provide a means whereby the Property owners may carry out the provision of this agreement and such other objectives as may be given the Association.

Z, Membership. Every Owner of a Lot shall be a member of the Association. The transfer of ownership of any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

3. Voting Rights. The Association shall have two classes of voting as follows:

Class A. Class A members shall be all Owners with the exception of the Company, and shall be entitled to one vote for each Lot owned. When

more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with the respect to any Lot owned by Class A members.

Class B        The Class B member shall be the Company, who shall be entitled to exercise two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A ten (10) years from the date of the recording of these instruments or after two-thirds lots with improvements are sold, whichever comes first.

4.     Suspension of Rights. The membership rights of any member of the Association, including the right to vote and use of the Common Area, may be suspended by the Board of Directors for failure to pay any or all assessments. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's Property in favor of the Association.

5.     Property for Common Use. The Association may acquire, hold and dispose of real and personal property of every nature. The Association shall accept the Common Area and any other real or personal property conveyed to it by the Company.

6.     Common Area. The Association shall be responsible for the exclusive management of the Common Area, and shall maintain the same in a clean and attractive condition, and in good order and repair. The Association shall maintain the entrance features of Ashbrooke subdivision in an attractive condition.

7.     Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any Owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

8.     Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

9. Insurance. The Association shall maintain public liability insurance covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, liability insurance for its directors and officers. The Association may also maintain hazard insurance for insurable Property owned or maintained by the Association. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board of Directors. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board

10. Enforcement. All Owners and their family members, occupants, tenants, contract purchasers and guests shall be subject to this Declaration. The Association and each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose sanctions against an Owner for violations of this Declaration, including suspension of the Owner's right to vote in the Association, and reasonable monetary fines which shall be the personal obligation of the Owner and which shall constitute a lien upon his Lot. Such fines shall be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payment of the delinquent assessments are enforced hereunder. If the Association institutes legal action against an Owner to enforce this Declaration, such Owner shall be liable for court costs and reasonable attorney's fees actually incurred by the Association, and the same shall constitute a lien upon his Lot.

#### ARTICLE IV ASSESSMENTS

1. Lien and Personal Obligation of Assessment. The Company hereby covenants for each Lot within the subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, to pay any and all annual assessments as defined herein and special assessments for capital improvements as defined herein. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, court costs, and reasonable attorney's fees shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, late charges, court costs, and reasonable attorneys fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass on to the successors in title of such person or persons unless expressly assumed by them. The obligations of this Article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, nonuse or waiver of the use or enjoyment of his Lot or the Common Area, or otherwise.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision, improvements and maintenance of the Common Areas, and the maintenance of reasonable reserves. Without limiting the generality of the foregoing, annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments the following:

Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve funding based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year. The amounts so determined by the Board of Directors shall be levied against all of the members of the Association other than the Company and all Lots not owned by the Company. The amount of the annual assessment that shall be levied against each Lot shall be equal. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the total amount of the annual assessment so determined for such fiscal year and the amount of such annual assessment which shall be levied against each Lot, to the Owner of every Lot prior to the commencement of the fiscal year during which such annual assessment is to be paid. The amount of such annual assessment which shall be levied against each Lot shall be due and payable to the Association in an annual installment, and after written notice of the same shall have been given to all of the members of the Association by the Board of Directors, shall be paid to the Association when due without further notice. The maximum annual assessment may not be increased or decreased each year more than fifteen percent (15%) above or below the maximum annual assessment, for the previous year without a vote of approval by fifty one percent (51 %) of the members voting at a meeting of the membership of the Association called for the purpose of considering an adjustment of the annual assessment. If any Lot is owned by the Company such adjustment of the annual assessment shall also require the approval of the Company.

4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

- a) The cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto.
- b) The non-payment of any assessments to the Association by the persons liable therefore.
- c) The budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the annual expenses for such fiscal year.

Any such assessment must be approved by fifty one percent (51%) of the members voting at a meeting of the membership of the Association called for the purpose of considering a special assessment. If any Lot is owned by the Company such special assessments shall also require the approval of the Company. Any such assessment shall not pertain to undeveloped land or Company owned Lots. Any special assessment approved shall be payable at such times and in such installments as the Board of Directors shall determine.

5. Commencement of Annual Assessments. Notwithstanding any term or provision of this Declaration which may be construed to the contrary, no Lot owned by the Company shall be subject to any assessment provided for in this Article IV. Rather, all Lots owned by the Company shall be exempt from the payment of all assessments for

so long as such Lots are owned by the Company. At such time as any Lot which is owned by the Company shall be conveyed or transferred away by the Company, all liens and assessments provided for in this Article IV shall become immediately levied against such Lot and the Owner of such Lot shall immediately become liable for the payment of all such assessments. The amount of each annual assessment will be pro-rated for the balance of the year at said closing of lot to homeowner.

6. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7. Effect of Nonpayment of Assessments: Remedies of the Association. In the event that any member of the Association shall fail to pay within ten (10) days after the due date any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount or any portion of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lots in the hands of the then Owner, his heirs, devisees, successors and assigns. Any assessment not paid within ten (10) days after the due date and all amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 7 shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate permitted by law. The Association may also impose a reasonable late charge upon delinquent assessments for each installment that remains unpaid. Such interest and late charges shall be added to and become part of the annual assessment to which such Lot is subject. The Association may foreclose the lien of the delinquent assessment against the Lot, and the Association may bring an action at law against the Owner personally obligated to pay the delinquent assessments. In either event, the Owner shall also be liable to the Association for all costs and attorney's fees which the Association shall incur in connection with the collection of such delinquent amounts.

8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Initial Association Fee. An initial fee of \$100.00 per Lot shall be assessed at the time a Lot is purchased from Nordahl Homes, Inc. This fee will be collected at closing. Failure to do so though, does not release the Owner from the



assessment. It shall then be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payments of delinquent assessments are enforced hereunder. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment.

ARTICLE V  
ARCHITECTURAL CONTROL

1. In General. No landscaping, building, fence, wall or other structure shall be commenced, erected, maintained, and all subsequent reconstruction, modifications, additions or alterations upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

2. Architectural Control Committee. The Architectural Control Committee shall contain three members to be appointed by the Company. The Company may assign its right to appoint members of the Architectural Control Committee to be successor in title to the property or to the Association. In the event that the right to appoint members to the Architectural Control Committee is assigned to the Association, such members shall be appointed for one (1) year terms by a majority vote of the Board of Directors of the Association. The address for the Architectural Control Committee is 3683 Wheeler Road, Augusta, GA 30909.

3. Approval of Plans. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans, landscaping, or grading plans which are not suitable or desirable, in its sole opinion, for any reason, including purely aesthetic reasons. Any Owner needing the approval of the Architectural Control Committee shall deliver an application or request for action to the Architectural Control Committee by certified mail with return receipt requested or by hand delivery with signed receipt together with the necessary building plans and specifications. Building plans and specifications submitted to the Architectural Control Committee shall consist of not less than the following: foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing exterior walls, roof plans, material specifications and site plan showing location and orientation of building on the Lot, with all setbacks indicated in such detail as may be required by the Architectural Control Committee. Such plans and specifications shall show the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications or to request additional information reasonably required for a proper determination within sixty (60) days after submission, the plans and specifications shall be deemed approved.

4. Total Destruction of Home. In the event of the total destruction of a Home, the Owner shall promptly reconstruct his Home. Reconstruction shall commence within a reasonable time, not to exceed sixty (60) days from the date of the destruction. The reconstruction shall be approved by the Architectural Control Committee, and shall be in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications approved by the Architectural Control Committee. Notwithstanding the foregoing, no Owner shall be required to reconstruct his Home if the Owner is relieved of the obligations of this section by the Board of Directors. In such event, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

5. Partial Destruction of Home. In the event of partial destruction of a Home, the Owner shall, within a reasonable time, cause the damage to be repaired, subject to the approval of the Architectural Control Committee, in conformity with the plans and specifications of the original structure. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damage to a structure be left not repaired for more than sixty (60) days.

#### ARTICLE VI EXTERIOR MAINTENANCE

1. Maintenance and Repair of Homes, Driveways, Walkways and Lots. The Owner of each Lot shall be obligated to maintain and repair the entirety of his Home, including any porch which is attached to his Home, all walls and the roof of such Home, including all brick, stucco and concrete portions of the same. The Owner of each Lot shall also be obligated to maintain and repair the driveway, any walkways and any portion of the Lot not occupied by said Home, driveway or walkway. Such maintenance and repair work shall be performed at the sole cost and expense of the Owner of such Lot. All exteriors of all Homes and all driveways, porches, walkways, and yards shall be maintained in a condition which is satisfactory to the Association. In no event shall any change be made to the exterior appearance of any Home (including, without limitation, doors, painting and the application of any brick, stucco, paneling or other siding), unless such change has been first approved in writing by the Architectural Control Committee.

2. Failure of Maintenance. If an Owner fails to maintain the exterior of his Home, driveway, walkway, and yard in a clean and attractive condition and in good order and repair, in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon such Lot and to repair, maintain, and restore the exterior thereof, provided that the Owner of such Lot shall have failed to repair, maintain, and restore the exterior after having received at least thirty (30) day's written notice from the Board specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board. Provided further, if an Owner or an agent of said Owner, either intentionally or negligently damages any portion of any Lot or Common Area so as

to create a health or safety hazard to adjoining Lots or Areas, or to create a nuisance or to be unsightly and not in keeping with the quality of Ashbrooke subdivision as determined by the Association, then the Owner who caused, or whose agent caused, said damage shall be liable and responsible for the repair of the same. After having received at least thirty (30) day's written notice from the Board specifying the nature of the damages and such damage has not been repaired, then in such an event, the Association shall repair said damages. The cost of such maintenance or repairs described in this Section, together with a service charge equal to twenty five percent (25%) of such costs, shall be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payments of delinquent assessments are enforced hereunder. Such assessment shall in every respect constitute alien on the Lot as would any other assessment.

ARTICLE VII  
RESTRICTIONS

1. Single-Family Residential Use. No portion of the Property shall be used for commercial or mercantile purposes. Each Lot shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. By way of example and without limiting the generality of the foregoing, the following uses of any portion of the Property are specifically prohibited: apartment houses, boarding houses, stores, offices or day care centers.
2. Minimum Size. All requirements relating to the size of any improvement or residence constructed on any Lot shall be established by the Architectural Control Committee established in Article V, Section 2 hereinafter and the size of any such construction must be approved pursuant to Article V Section 3 hereinafter.
3. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters. This provision shall not prohibit the conversion of a garage into sleeping quarters which is incorporated as part of the main residential building if the required approval is obtained by the Architectural Control Committee.
4. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Columbia County, except with the written consent of the Company and the Association. However, the Company hereby expressly reserves to itself, its successors and assigns, the right to change the boundary lines or subdivide any Lot or Lots owned by it in order to create a modified building Lot or Lots, and to take such other steps as are reasonably necessary to make such re-platted Lot or Lots suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said platted Lots. The provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into

one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

5. Location of Building on Lot. No building of any kind or character shall be erected on a Lot nearer the street than the minimum building line as shown on the recorded subdivision plats depicting said Lot, nor shall any building of any kind or character be erected any closer to the side or rear boundary line of any Lot than the area reserved for easements as shown on the recorded subdivision plat. If any Lot is re-subdivided or enlarged pursuant to the provisions of Section 2 hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or re-subdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines.

6. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot. The provisions of this Declaration shall not prohibit the Company from using Homes as models.

7. Preservation of Trees and Vegetation. Single living trees, shrubs, and other vegetation contribute to the aesthetic value of Ashbrooke subdivision; no tree, shrub or other vegetation may be removed from a Lot without the written approval of the Architectural Control Committee. No addition to any Lot of a tree, shrub or other vegetation may be done without the written approval of the Architectural Control Committee.

8. Antenna, Satellite Dishes or Antennae. No antenna, satellite dish or other reception device having a diameter or diagonal measurement greater than one meter shall be installed on any Lot. As long as reception of an acceptable quality is not precluded, the antenna, satellite dish or other reception device of appropriate size shall be only located on the rear of the Home and not be visible from the street.

9. Fences and other Structures. No fence, wall, shrub, bush, tree or other thing, natural or artificial shall be placed, maintained or permitted to remain on any Lot or area if the location of such obstructs the vision of the motorists on any adjacent street or lane and thus creates a traffic hazard. No fence, wall, or similar structure shall be constructed or maintained on any Lot more than six (6) feet in height or nearer the street boundary line of the Lot than the rear line of the main residential building as extended to the side Lot lines and not beyond the minimum building line on corner Lots, unless approved otherwise by the Architectural Control Committee. It is the purpose to make it aesthetically pleasing for all of Ashbrooke subdivision. All fences shall be constructed in the "shadow box" style, no more than six (6) feet high with six (6) inch dog-eared pickets.

10. Animals. No animals, livestock, poultry, any kind of farm animals or fowls or bait farms shall be maintained on any Lot. Not more than two (2) cats, dogs or similar domestic pets may be kept on any Lot except with the written permission of the

Architectural Control Committee. Said pets must be contained by a fence approved by the Architectural Control Committee as stated in these covenants. Pets must be on a leash at all times with said Owner being responsible for waste pick up.

11.. Screened Areas of Unsightly Items. No garbage receptacles, clotheslines, or other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction. Garbage receptacles are to be stored in the garage or in the rear of the Home at all times with the exception of the 24 hour period of garbage pick-up.

12. Vegetable Gardens. No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to intersect with the side Lot lines, and not beyond the minimum building line on corner Lots. Some screening maybe required by the Architectural Control Committee to assure compliance with the provisions of Section 11 hereof.

13. Storage Buildings. All storage buildings must be approved by the Architectural Control Committee as stated in these covenants. All storage buildings must also be contained by a fence also approved by the Architectural Control Committee; said fence must be installed in conjunction to the assembly or placement of said storage building.

14. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Section 8 hereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of Ashbrooke Subdivision as a whole or the specific area of his Lot. No outside burning of wood, trash, leaves, garbage or other refuse shall be permitted on any Lot.

15. Truck, Trailers, Recreational Vehicles, Mobile Homes. No parking of commercial trucks (two tons or over), trailers, recreational vehicles or mobile homes shall be permitted on the street or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, travel trailers, vans, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length may be kept on a Lot only if parked in a closed garage at all times and never on the street or driveway. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, travel trailers, under six (6) feet in height, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length are parked in the completely fenced (refer to Article VII Number 9) rear yard so that they are not visible from the street.

16. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot. At no time shall any portable, permanent or temporary type of sports equipment such as basketball hoops, but not limited to, be permitted in the front yard, street, or driveways or any portion of a corner lot unless fenced.

17. Driveways and Walkways. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Lot unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created. Any change in design or appearance of said driveways and/or walkways must be approved by the Architectural Control Committee and Columbia County.

18. Noxious or Offensive Activity. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any resident of Ashbrooke Subdivision or any portion of the Property. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, and unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Ashbrooke subdivision. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot.

19. Signs and Mailboxes. No signs shall be erected or maintained on any portion of the Property by anyone including, but not limited to, an Owner, a realtor, a contractor or subcontractor, except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors reserves the right to restrict size, color and content of such signs. Likewise, one sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual for sale Realtor sign may be erected during the sales period without the permission of the Association. No Property identification signs for any Lot may be erected unless they have received prior written approval of the Architectural Control Committee. All mailboxes and posts shall be matching in design and color as provided by the developer/builder, without variation.

20. Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted in Ashbrooke subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be

permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

21. Window Air-Conditioners. No air-conditioner shall be installed in any window of any Home or garage, nor shall any air-conditioner be installed on any Home or garage so that the same protrudes through any exterior wall of such Home or garage.

ARTICLE VIII  
ADDITIONAL COVENANTS

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Company and persons claiming under them, specifically including, but not limited to their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration, if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by not less than ninety percent (90%) of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Amendment. This Declaration maybe amended unilaterally at any time and from time to time by the Company for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights or obligations of any Owner hereunder without the consent of the affected Owner. In addition, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and hereafter by an instrument signed by not less than seventy five percent (75%) of the Owners and the consent of the Company as long as Property is still owned in Ashbrooke subdivision. Amendments to this Declaration shall become effective upon the filing for record in the Office of the Clerk of the Superior Court of Columbia County, Georgia.

3. Addition to Other Land. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. Assignment of Company's Rights. The Company reserves the right to assign in whole or in part to a successor in title, or to the Association, its rights reserved in this Declaration which include, but are not limited to, its right to appoint members of the Architectural Control Committee to establish rules and regulations, and all other rights

reserved herein by the Company. Following the assignment of such rights, the assignee shall assume all of the Company's obligations which are incident thereto, if any, and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an assignee shall be made by written instrument which shall be recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia.

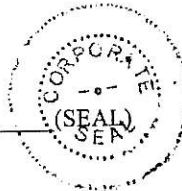
5. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mail, postage prepaid, addressed to the Owner to whom it is intended, at the address of the Lot owned, or, at the address which such Owner shall have furnished to the Secretary of the Association. The date of service shall be the date of mailing.

6. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and affect.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed and it seal affixed this 17 day of November, 2005.

NORDAHL DEVELOPMENT WEST, INC.

by: [Signature]  
As Its: RVP



Signed, sealed and delivered in the presence of:

[Signature]  
Official Witness  
[Signature]  
Notary Public

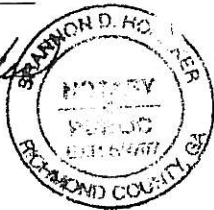




Exhibit "A"

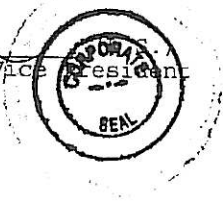
ALL those lots or parcels of land, with improvements thereon, situate, lying and being in the 126th, Columbia County, Georgia, being shown and designated as Lot 34 of Block "A", Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20 and 21, all of Block "B", Lots 1 and 26 of Block "C" and Lots 1, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of Block "D", all of Section One, Ashbrooke Subdivision, as shown on a plat dated May 19, 2005, revised August 25, 2005, August 30, 2005 and September 8, 2005, prepared by Southern Partners, Inc., said plat being recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in P. C. "E", slide 154 #9. Reference is hereby made to said plat for a more complete and accurate description as to the metes, bounds, courses, distances and location of said property.



IN WITNESS WHEREOF, Nordahl Development West, Inc. has caused these presents to be executed by and through its duly authorized corporate officer and its corporate seal affixed the day and year first above written as the date of these presents.

Nordahl Development West, Inc.

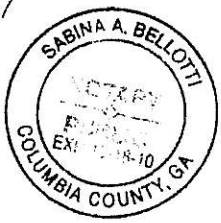
BY: [Signature]  
AS ITS: Assistant Vice President



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public




Andrew J. Kilpatrick, II  
Andrew J. Kilpatrick, II, P.C.  
3 George C. Wilson Court  
Augusta, Ga. 30909

CLERK OF SUPERIOR COURT  
COLUMBIA COUNTY, GEORGIA  
FILED IN OFFICE

2006 JAN -9 AM 9: 34

BOOK \_\_\_\_\_ PAGE 298-299  
CINDY MASON, CLERK

STATE OF GEORGIA )  
 )  
COUNTY OF RICHMOND )

  
Recorded 01/09/2006 09:34AM  
Georgia Intangible Tax Paid: \$0.00  
CINDY MASON  
Clerk Superior Court, Columbia County  
B 05236 P 0298-0299

Deed  
Doc: AGR

**AMENDMENT TO DECLARATION OF RIGHTS,  
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS  
AND CONDITIONS APPLICABLE TO ASHBROOKE  
SUBDIVISION**

THIS AMENDMENT OF DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO  
ASHBROOKE SUBDIVISION is made and published as of this 3<sup>rd</sup> day of  
December, 2005, by Nordahl Development West, Inc., a corporation organized and  
existing under the laws of the State of Georgia, hereinafter referred to as the "Developer",

**WITNESSETH:**

**WHEREAS**, Nordahl Development West, Inc., by Declaration of Rights,  
Restrictions, Affirmative Obligations and Conditions Applicable to Ashbrooke  
Subdivision dated November 17, 2005, recorded in the Office of the Clerk of Superior  
Court for Columbia County, Georgia at Deed Book 5188, pages 150-166; and

**WHEREAS**, pursuant to the powers reserved by Nordahl Development West,  
Inc. in Article III of said Rights, Restrictions, Affirmative Obligations and Conditions  
dated November 17, 2005, Nordahl Development West, Inc. desires to amend said  
Rights, Restrictions, Affirmative Obligations and Conditions;

**NOW, THEREFORE**, the following revision is made to said Rights,  
Restrictions, Affirmative Obligations and Conditions dated November 17, 2005:

ARTICLE VII, paragraph 19 is amended to add the following:

A \$15.00 annual assessment for the maintenance of the post and mailbox will be  
due annually. This is a separate fee from the annual assessment. It will be billed with the  
annual assessment. The fee for the first year will be collected at closing.

Maintenance will consist of the post being painted once per year and the mailbox  
painted once every three to five years as needed due to normal wear and tear.

Maintenance required outside of this, i.e., damage by vandalism, etc., is not considered normal wear and tear.

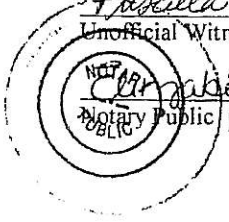
IN WITNESS WHEREOF, Nordahl Development West, Inc. has caused these presents to be executed by and through its duly authorized corporate officer and its corporate seal affixed the day and year first above written as the date of these presents.

NORDAHL DEVELOPMENT WEST, INC.

By: [Signature]  
As Its: [Signature]

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Unofficial Witness



[Signature]  
My Commission Expires 11/13/09