

RETURN RECORDED DOCUMENT TO:

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BULLOCH COUNTY  
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*Heather Banks McNeal*  
CLERK OF COURT

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STATE OF GEORGIA

COUNTY OF BULLOCH

**DECLARATION OF RESTRICTIVE COVENANTS**

**ASHFORD SUBDIVISION**

THIS CORRECTIVE DECLARATION OF PROTECTIVE COVENANTS, made and published this 23<sup>rd</sup> day of August, 2017, by **ROBERT K. BELL PROPERTIES, LLLP**, a Georgia limited liability limited partnership having its principal place of business in Statesboro, Bulloch County, Georgia (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a tract of land known as ASHFORD, Phase I as shown by a plat of survey prepared by JAMES M. ANDERSON & Associates, Inc., dated June 5, 2017, and recorded in Plat Book 67, page 133, Bulloch County Records, which plat by this reference is incorporated herein and made a part hereof, and is hereinafter referred to as the "Plat". Said ASHFORD is hereinafter referred to as the "Subdivision" and the residential lots in the Subdivision are hereinafter referred to as "Lots"; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in said Subdivision, that certain protective covenants and restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land; and

WHEREAS, Declarant deems it desirable to have a committee to administer said conditions and restrictions, and does hereby name ROBERT K. BELL, JR. and HELEN C.

RICHEY as the permanent committee members to serve during the life of this contract, with the understanding and agreement that the committee must have at least one (1) but no more than five (5) members by appointment of the original members of the committee. New members of the committee shall be elected by a majority of the committee members for a term of five years.. A majority vote of the committee shall determine a decision in all questions referred to the committee. The committee shall be known and hereafter referred to as the "Architectural Control Committee" or the "Committee". Either original member of the Committee is authorized to act unilaterally on behalf of the Committee, including but not limited to, granting the approval of the Committee as required under these Covenants.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any Lot in the Subdivision, Declarant for itself, its successors and assigns and their future grantees, does hereby name, place and impose the following conditions, restrictions, covenants, reservations, easements, liens and charges as detailed hereinafter, on real property located in the County of Bulloch, State of Georgia, and being more particularly described as follows:

All those certain lots, tracts or parcels of land lying and being in the 1547<sup>th</sup> G.M. District of Bulloch County, Georgia, and being designated as Lot 1, Lots 50 through 54, inclusive, and the area "Reserved For Drainfield" on that certain Final Plat prepared by James M. Anderson & Associates, Inc. for ASHFORD, Phase I dated June 5, 2017, recorded in Plat Book 67, Page 133, Bulloch County, Georgia records.

The above-referenced plat and the descriptions thereon are incorporated herein by this reference.

No property other than that described above shall be deemed subject to this Declaration of Restrictive Covenants, unless and until specifically made subject thereto. The Declarant may, from time to time, subject additional real property to the restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto, including new phases of ASHFORD .

1. LAND USE AND BUILDING TYPE.
  - (a) None of said Lots may be improved, used or occupied for other than private residential purposes and no flat, duplex, or apartment house, though intended for residential purposes, may be erected thereon. Any residence erected or maintained thereon shall be designated for occupancy by a single family.
  - (b) No professional office, business, trade or commercial activity of any kind shall be conducted in any building or on any portion of any Lot, block or building site.
  - (c) All building sites in the tract shall be known and described as residential building sites.

- (d) No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed three stories in height, a private garage for not more than three cars, and other outbuildings clearly incidental to residential use of the premises.
- (e) One (1) single family residence may be erected on more than one (1) Lot, but any variance from the side setback lines as outlined herein, by reason thereof, must be approved by the Architectural Control Committee.
- (f) Any building erected upon any Lot shall be fully completed within twelve (12) months from the date the construction commences on said building.
- (g) Garages must either be a part of the main residential building or be attached to the main residential building by a roof. All garage entries must be from the side and all garages must have garage doors which may be shut completely to block the view into the interior of the garage. No garage may open towards the front of a Lot and be visible from the street, unless it is approved in writing prior to construction by the Architectural Control Committee. Any deviations from the requirements set forth in this subsection (g) must be approved in writing by the Architectural Control Committee prior to commencement of construction
- (h) All fences must be approved by the Architectural Control Committee pursuant to Section 2 below, prior to construction. No chain link fences shall be visible from the front of any Lot. In the sole discretion of the Architectural Control Committee, black or green coated chain link fences may be permitted around side and rear lot lines provided only stained wood or vinyl fencing is visible from Subdivision streets. No silver chain link fences shall be permitted.
- (i) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of said property. Dogs and cats may be kept upon said property provided that they are not kept, bred, or maintained for any commercial use or purposes and provided that no Pit Bull, Doberman, Rottweiler or any other dog or other animal deemed by the Architectural Control Committee as dangerous shall be kept or maintained on any Lot. No more than two (2) dogs per household. All dogs must be kept in a confined area and must not create a nuisance to neighboring landowners, including emissions of odors, aggressive behavior or loud barking. The Committee is authorized in its unfettered discretion to grant an exception in writing to this restriction on a case by case basis.
- (j) No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to

the neighborhood or any residents. No trash, paper, garbage, or refuse of any kind shall be dumped on other Lots or adjoining lands. The discharge of firearms is prohibited.

- (k) No clothes lines shall be erected.
- (l) No greenhouses will be permitted upon the premises without the consent of the Architectural Control Committee.
- (m) No above ground pools shall be permitted.
- (n) At the closing of the initial purchase of any Lot with residence thereon, the purchaser shall pay a mailbox fee to **ROBERT K. BELL PROPERTIES, LLLP** for the purchase of a mailbox in a clusterbox arrangement. The amount of the fee shall be established from time to time in the sole discretion of **ROBERT K. BELL PROPERTIES, LLLP** based on the expense necessary to purchase the mailbox. The initial mailbox fee is \$300.00.
- (o) Prior to the occupancy of any dwelling on any Lot, owners shall be required to complete construction of a driveway, subject to the requirements of Section 2 below.

## 2. **ARCHITECTURAL CONTROL/APPROVED BUILDERS AND SALES AGENTS.**

- (a) No building, outbuilding, structure, walkway, driveway, sidewalk, mailbox, fence, pool house, pool, screening device, swimming pool, landscaping apparatus or other improvement or fixture shall be erected, placed or altered on any Lot until the construction plans and specifications and/or plan showing location of the structure or improvements or fixture have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and the aesthetics of the Subdivision, and as to location with respect to topography and finish grade elevation.
- (b) The Architectural Control Committee shall also have the power to promulgate architectural guidelines and review procedures. These guidelines and procedures shall be followed in the approval process of the Architectural Control Committee.

- (c) An owner desiring to erect or alter any of the items listed in Subparagraph (a) above on a Lot shall submit the following items to the Architectural Control Committee prior to the commencement of construction:
- (i) One (1) duplicate original completed approval request forms in the form set forth on Exhibit "A" to these restrictive covenants.
  - (ii) One (1) copy of the construction plans and specifications which show all elevations and floor plans. The specifications must also include exterior colors and finishes, roof pitch, square footage and name and color of roof shingles or metal accents. Actual samples of exterior materials such as brick, stone, roof shingles, etc., as well as exterior color schemes may be required to be submitted to the Architectural Control Committee for approval.
  - (iii) A landscaping plan showing the location and specifics of all landscaping on the Lot. Landscaping will be required for each new home built on a Lot. All landscaping will be in compliance with landscaping standards to be promulgated by the Committee. No landscaping apparatus or fixtures, such as benches, statues, fountains or other items shall be installed or placed on any Lot in any location visible from a Subdivision street without the express written approval of the Committee. In the event an owner fails to comply with the preceding sentence, the Committee or Association may remove the item and the Lot owner shall be responsible for all related costs. The entire frontage of each home shall be landscaped including a seeded or sodded yard and shrubbery across the front beds by the residence.
  - (iv) A plot plan showing the location of all proposed improvements, structures, and fixtures on the Lot together with a tree plan in compliance with Bulloch County requirements for the subdivision.
- (d) The Architectural Control Committee's approval or disapproval, as required by the covenants, shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove said design or location within forty-five (45) days after all required items have been submitted to it, and the stake out as required in the Subparagraph (h) below has been completed, approval will not be required and the approval of the Architectural Control Committee shall be deemed to have been

given; provided, however, that such failure to disapprove shall not be deemed to waive compliance with the Covenants as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to enjoin completion of construction and to remove any nonconforming items may be brought at any time prior to the completion of such improvements, and the violating Lot owner shall be solely liable for all expenses in connection therewith.

- (e) No alterations affecting the exterior appearance of any building, walkway, driveway, sidewalks, screening device, swimming pool, fence or other improvement, structure or fixture on any Lot shall be made without prior written approval by the Architectural Control Committee as provided in this Section.
- (f) After the items outlined in Subparagraph (c) above have been delivered to the Architectural Control Committee, said Committee shall either disapprove of said items or issue preliminary approval. After preliminary approval has been granted, the owner must stake out the house on the Lot and such stake out must be reviewed by the Architectural Control Committee prior to its granting final approval.
- (g) No fence or wall shall be erected, placed or altered on any Lot unless approved in writing in advance by the Architectural Control Committee.
- (h) If a finished building does not comply with the plans and specifications as submitted, the Architectural Control Committee retains the right to make the changes necessary for compliance. These changes will be at the owner's expense. All house sites and driveways must be staked out and such site approved before the tree cutting or grading is begun.
- (i) All windows in residences must be vinyl, Shadowbox style stained wood or clad. Any deviations from the preceding sentence must be pre-approved in writing by the Architectural Control Committee.
- (j) Any contractor or builder proposing to construct a residence on any Lot in the Subdivision must be pre-approved in writing by Declarant. Such approval may be granted or withheld in Declarant's sole and absolute discretion, with no liability for any such decision, as Declarant has a financial interest in limiting the number of builders in the Subdivision.

(k) Any real estate listing agent proposed by any contractor or builder for the initial sale of a newly constructed residence on any Lot in the Subdivision must be pre-approved in writing by Declarant. Such approval may be granted or withheld in Declarant's sole and absolute discretion, with no liability for any such decision, as Declarant has a financial interest in limiting the number of listing agents in the Subdivision.

(l) Neither the Declarant, nor its officers, members, owners or directors, nor the Architectural Control Committee nor any member thereof shall be liable to any Lot Owner, or other party for any damage, loss or prejudice suffered or claimed on account of:

1. The approval or disapproval of any plans, drawings and specifications, whether or not defective;
2. The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
3. The development of any property within the Property, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or
4. Any negligence or breach of contract by any builder approved by the Architectural Control Committee to carry out construction within the Property.

**3. DWELLING QUALITY AND SIZE.**

(a) No plans will be approved unless a proposed residence has a minimum square footage of 1850 square feet of enclosed heated area.

(b) The minimum floor area herein referred to shall not include basements, attics, garages, car ports or open porches or patios of any type. The Architectural Control Committee may in its sole discretion, grant variances to the above-referenced minimum square footage requirements to allow for the inclusion of unique homes having distinct characteristics that may appear larger than their actual square footage.

(c) No dwelling house shall be erected without providing a parking space consisting of a durable surfaced area, enclosed in the dwelling house or attached thereto by roof sufficient in size to store at least two standard automobiles. Said garage shall be connected by a paved driveway connecting the parking space (garage) with a street and permitting ingress and egress of any automobile. All driveways shall be concrete unless prior written approval of another paving substance is obtained in advance from the Architectural Control Committee. The location of the driveway on the Lot must be approved in advance in writing by the Architectural Control Committee. Driveways must be completed prior to occupancy of the dwelling. All driveways must have a width of at least 14 feet at the connection to the Subdivision street, and be no less than 10 feet in width at the narrowest point. Parking on the grass is not permitted.

Any deviations from the list set forth above must be approved in writing by the Architectural Control Committee prior to commencement of construction. The driveway and driveway connection at the street and mail box location shall be approved by the Architectural Control Committee as to structural design, quality of workmanship, and harmony of external design with existing driveways and mailboxes. The approval must be in writing from the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove said design within forty-five (45) days after submission of a written request, then such approval shall not be required, provided, however, said design does not violate any restrictive covenant and is in harmony with existing standards in the neighborhood.

(d) No plumbing vent or heating vent shall be placed on the front side of the roof, nor shall any concrete block be left exposed after completion of construction.

(e) Each residence in the Subdivision must be constructed using twenty five (25) year architectural grade shingles. Shingle color must be approved in advance by the Architectural Control Committee. Any deviation from this requirement shall require express prior written approval from the Architectural Control Committee

(f) Metal roofing shall be permitted in the sole discretion of the Architectural Control Committee. The use of metal roofing and metal roofing color must be approved in advance by the Architectural Control Committee.

(g) The exterior facade of each residence in the Subdivision must be approved in advance by the Architectural Control Committee. Such approval shall include approval of materials (brick, siding, stone, stucco, concrete board siding, vinyl siding, etc.), exterior paint colors, roofing materials and shutters. The front facade of any residence can be made of no more



than 25% vinyl material unless approved in advance by the Architectural Control Committee. Declarant will provide an approval application form for homeowners/homebuilders convenience.

(h) No residences in the Subdivision shall be constructed of EIFS. Subject to the provisions of subsection (g) above, hardi-plank or cement siding may be used in the construction of a residence.

(i) There shall be minimum 8"/12" pitch on all roofs on residences in the Subdivision unless approved in writing in advance by the Architectural Control Committee.

(j) The lowest point of the bottom floor from the ground (soil surface) of any residence built on any Lot must be pre-approved by the Committee.

**4. BUILDING LOCATION.** No building or outbuilding shall be located on any Lot nearer than 40' from any front boundary line, 10' from any side boundary line or 10' from any rear boundary line or nearer to any street than the minimum building setback lines shown on the Plat or setback lines required by Bulloch County (whichever shall be the most restrictive). To the extent permitted by the Bulloch County ordinances and subdivision regulations, exceptions to the requirements of this paragraph may be made by the Architectural Control Committee in such instances as the Architectural Control Committee shall deem warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the Architectural Control Committee shall have the right to permit reasonable modifications of the set-back requirements if, in the discretion of the Architectural Control Committee, strict enforcement of these set-back provisions work a hardship.

**5. SUBDIVISION OF LOTS.** No Lot shall be subdivided for sale or otherwise so as to reduce the total Lot area shown on the recorded maps or plats, except by and with the consent of the Architectural Control Committee. No street shall be extended into or connected with adjoining properties except by written consent of the Architectural Control Committee, it being the will and intent of the Architectural Control Committee that certain streets as designated on the Plat shall remain dead end drives, or circles with park areas in such designated areas, to remain as such unless otherwise determined by the Architectural Control Committee.

**6. EASEMENTS AND PRIVATE WATER AND SEWAGE SYSTEM.**

(a) No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract or purchase. Notwithstanding anything else contained in this paragraph or these Covenants, Declarant reserves an absolute right to

convey the Subdivision roads and/or entrance to Bulloch County or another appropriate government entity or agency or to the Association for the Subdivision, or any successor thereto.

(b) Declarant or its assignee reserves a 10-foot easement for utilities on either side of and along and parallel to all Lot lines (front, side, rear, or other) as well as on any areas shown on the Subdivision Plat and further reserves the right to grant easements for water, sewerage, power, telephone, cable television, or other utilities within such easement areas.

(c) No dwelling house, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

(d) No individual water supply system, to include but not being limited to individual wells or water furnished from any off-premises water supply system, shall be permitted on any single Lot as long as a potable supply of water is provided by the water system installed by the Declarant or its assignee, MSO WATER SYSTEMS, INC. Any such water system providing service to Lots may be subjected to a deed of trust if required to meet State and Federal operating requirements and, at Declarant's or its assignee's election, requirements of VA, FHA, GmHA, GNMA, GRFA or any lending agency or insurer of loans in order to assure financing for residences, and all present and future owners agree to the recording and/or amending of such deed from time to time and agree to execute any documents as are necessary to facilitate such purposes and hereby give Declarant or its assignee an irrevocable power of attorney to execute any such amendments as may be necessary, in Declarant's or its assignee's opinion, from time to time, to accomplish such purposes. A tap-in fee shall be paid to Declarant or its assignee by the purchaser of a Lot at the time of the closing of sale of each Lot. Such water tap fee shall be set annually by Declarant or its assignee as owner of the water system. The Declarant or its assignee as owner of the water system may collect the charges for sewerage, garbage disposal and street lighting with the water bill in accordance with Section 10 below, as well as assessments by the Ashford Homeowner's Association if so elected by its Board.

The initial monthly base water rate shall be determined and reasonably adjusted from time to time by Declarant or its assignee, as owner of the community water system, provided same is approved by Declarant or its successor. Such rate shall be comparable to other private water systems in the area.

(e) Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded Plat.

**7. NUISANCES/ANNOYANCES/PROHIBITED ACTIVITIES.**

(a) No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or any resident thereof.

(b) No temporary building, mobile home, tent, shack, garage, barn, or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

(c) No oil drilling, development, or refining operations, mining, quarrying, or operation of sand and gravel pits, no soil removal or topsoil stripping, or operations of any kind shall be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any of the building sites covered by these restrictions.

(d) No fuel tanks or pumps may be maintained on any Lot. The only exception to this prohibition shall be tanks for propane or natural gas to be used for residential purposes only. All such tanks must not be visible from any street or road in the Subdivision. Any such tanks located on the side of a residence must be buried or located behind an aesthetically pleasing wall which conforms to the exterior of the residence and has been approved by the Architectural Control Committee.

(e) No above ground tanks of any type shall be maintained on the premises except as specifically set forth in subsection (d) above.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no car repairs of a major nature may be carried on upon the premises. No Lot or yard may be used as a parking area for heavy equipment such as excavating, grading or tractor equipment or heavy trucks such as school buses, transport trucks, 18-wheeler cabs or trailers and dump trucks. Pickup trucks are acceptable. No commercial vehicles or other vehicles with outside signage shall be allowed without prior written permission from the Architectural Control Committee, which may be withdrawn at any time if such vehicles are deemed by the Committee to be a nuisance. No 18-wheeler cabs or trailers or dump trucks are permitted to be parked on any street or right-of-way in the Subdivision.

(g) All outside radio, television antennas and satellite dishes may not be placed upon the premises unless approved in advance by the Architectural Control Committee. Any outside radio or television antenna or dish shall be installed on the rear side of the property. If approved, such satellite dish must be located behind the home and screened by appropriate plantings or otherwise so as to be unobtrusive. The dish may not be visible from the front of the home or from the subdivision streets.

(h) No window air conditioning units.

(i) All playground equipment shall be placed on the rear of the property. No skate board ramps or similar structures shall be built without the prior approval by the Architectural Control Committee.

(j) All boats, boat trailers, travel trailers and campers shall be kept completely out of view from all Subdivision roads.

(k) No structures of any kind will be built, or fixtures or objects placed on any Lot without prior approval of the Architectural Control Committee as to location, design, external appearance, and harmony with existing standards of the neighborhood. This shall include, but shall in no way be limited to, any landscaping fixtures, apparatus or decorative items such as benches, statues, fountains, etc.

(l) All Lots in the Subdivision shall be well maintained at all times, including regular mowing of grass and removal of weeds. In the event any owner shall fail to maintain a Lot to the reasonable satisfaction of the Architectural Control Committee, the Architectural Control Committee or its assignee may perform such maintenance and the Lot owner shall be responsible for all related costs.

(m) All air conditioning or other HVAC units must be placed on the side or back of the residence and be enclosed by brick, vinyl, wood or shrubbery of at least the height of such HVAC units being enclosed.

(n) No dirt bikes, 4-wheelers or recreational vehicles may be used in the Subdivision without approval of the Architectural Control Committee in the form of a written permit.

**8. SIGNS.** No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the Lots hereby restricted without the consent in writing of the Architectural Control Committee, provided however, that permission is hereby granted for the erection and maintenance of the following:

(a) A sign identifying the Contractor and Architect during construction of a dwelling, provided said sign does not exceed five (5) square feet in area; and,

(b) A sign indicating the property for sale, provided said sign does not exceed six (6) square feet in area.

**9. GARBAGE AND REFUSE RESTRICTIONS.** 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. All equipment for the storage of such material shall be kept in a clean and sanitary condition and at a location which is unobtrusive. No trash, garbage or landscape debris shall be burned on any Lot.

**10. SEWAGE DISPOSAL/STREET LIGHTING/GARBAGE DISPOSAL.**

(a) No individual sewage disposal shall be permitted. A common sewage disposal system will be installed and maintained in the area "Reserved For Drainfield" as shown on the recorded plat which will serve all units in the Subdivision. Each lot owner shall be subject to a monthly charge for sewage service. Payment shall commence when service is installed and shall be in an amount equal to the net cost of said service determined on a pro rata basis plus reasonable allowances for repair and replacement. There shall be a sewage tap fee due for each lot in the development.

(b) Each Lot within the Subdivision shall, at the option of the Architectural Control Committee, be subject to a monthly charge for street light service provided for said Subdivision payable to Declarant or its successors or assigns or to the electric power company, or to the owner of the water system or other entity if it is providing such services or in default of any of the foregoing, then to the ASHFORD Homeowner's Association, as determined and directed by the Architectural Control Committee. Payment shall commence when service is installed and shall be in an amount equal to the net cost of said service determined on a pro rata basis plus reasonable allowance for repair and replacement. Notwithstanding the foregoing, nothing contained in this paragraph or these covenants shall be construed to require Declarant, the Association or their respective successors or assigns to provide street light service.

(c) Each Lot within the Subdivision shall, at the option of the Architectural Control Committee, be subject to a monthly charge for garbage disposal provided for each dwelling, payable to Declarant or its successors or assigns or the owner of the

water system or other entity if it is providing or contracting such services or in default of any of the foregoing, then to the ASHFORD Homeowner's Association, as determined and directed by the Architectural Control Committee. Payment shall commence when garbage pick-up commences and shall be for such sum as is negotiated by the Declarant or the owner of the water system, or if the Declarant or owner of the water system fails to assume such services or discontinues such services, then by the ASHFORD Homeowner's Association. Notwithstanding the foregoing, nothing contained in this paragraph or these covenants shall be construed to require Declarant, the owner of the water system or the Association or their respective successors or assigns to provide garbage pick-up and disposal.

- (d) The monthly charge for street light service or garbage disposal provided for in this Paragraph, shall be a lien or encumbrance on the land and acceptance of a deed by a Lot owner, not including thereby a mortgagee or lender under a properly recorded mortgage or deed to secure debt, and shall be construed as a covenant to pay said cost and charge. The person or parties responsible for providing said electric light service or garbage disposal, as the case may be, to the Subdivision shall have the right to take and prosecute all actions or suits, legal or otherwise, which may be necessary to collect the charges required to be paid by Lot owners pursuant to subsections (b) and (c) above. The lien hereby reserved shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposed herein. If the street light service and/or the garbage disposal service is charged with the water bill, then a failure to pay the entire sum due may result in cut-off of the water supply following notice of the non-payment.

**11. SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 twenty-five 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 to any Lot within ten 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.

**12. 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-five (25) years from the date these covenants are recorded, 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 then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. Notwithstanding the foregoing, paragraph 6(d) hereof shall expire only with the consent of the owner of the community water system.

**13. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, or both. A person bringing such action must be either Declarant, a Lot owner, a member of the Architectural Control Committee or the ASHFORD Homeowners Association. Any violator of a provision of these covenants shall be strictly liable for all costs arising out of such breach, including, but not limited to, the cost of any legal action, including attorneys fees, brought against the violator to enjoin and/or correct the infraction. Any such costs shall be a lien against the violator's Lot.

**14. SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**15. LIMITATION OF RESTRICTIONS.** Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of Declarant or members of Declarant other than the land specifically designated on page 2 of these protective covenants as being subject to said protective covenants.

**16. TRANSFER OF GRANTOR'S RIGHTS.** Declarant may assign and transfer its right as Declarant or developer hereunder and any assignee shall have all of the same rights hereunder as Declarant. In the event that ROBERT K. BELL, JR. and HELEN C. RICHEY resign as the members of the Architectural Control Committee, said committee membership shall be selected by a majority vote of the owners of Lots in ASHFORD, with each Lot being entitled to one vote.

**17. PROTECTION OF TREES.** No trees or shrubbery may be removed on any reserved easement without prior written approval of the Architectural Control Committee.

**18. REPAIR, RESTORATION AND REBUILDING; INSURANCE.**

(a) In the event any Dwelling shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject to the right of the

Architectural Control Committee (which right is hereby granted to the ACC) to approve such repair, restoration or rebuilding as provided in Section 2 hereof.

(b) Each Owner shall maintain in full force at all times insurance covering the improvements erected upon his Lot, consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred percent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

(c) Neither the Association (described in Section 19 below) nor the Architectural Control Committee (described in Section 19 below) and its officers, directors, employees, agents and representatives shall have liability to any Owner for damage to or loss of either the real or any personal property of said owner.

(d) The failure by any Owner to carry, maintain, or renew any insurance required by this Section 18 shall give the Association the right (but not the duty) to proceed to obtain such insurance or lesser coverage as it may deem advisable, and the cost thereof shall be due to the Association from the Owner of the Lot so insured forthwith upon demand, and such cost shall be collectable in the same manner as assessments.

(e) Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value on any part of the Property, proceeds of any insurance becoming payable on account of any loss of, or damage to, the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest.

(f) In the event a residence on a Lot is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner.

(g) Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration of Restrictive Covenants and to other bylaws of the Association.

## **19. COMMON AREA/ESTABLISHMENT OF SUBDIVISION HOMEOWNERS' ASSOCIATION.**

Each Owner by accepting a deed subject to this Declaration agrees that all of the restrictions imposed upon the Property are reasonable, beneficial, and necessary for the protection and continued development of the Subdivision, and for the preservation of future property values



and the creation of harmonious and desirable residential community, and agrees to abide by and observe all such restrictions. Portions of the Subdivision which are not conveyed as individual Lots to owners shall be conveyed in fee simple subject to this Declaration, to the ASHFORD Homeowner's Association, Inc. which has been or will be created by Declarant. The Association will hold, maintain and administer these common areas and any facilities located thereon in accordance with this Declaration and for the general benefit of the subdivision Lot owners. The commons areas shall be owned and controlled by the Association and the Association may place such improvements, recreational or otherwise, as it may deem appropriate on such areas.

The common areas shall be maintained for the purposes stated in this Section and for any other purposes described elsewhere in this Declaration, or for such purposes as are generally conducive to the creation of a desirable residential community and generally beneficial to the development.

**20. RESERVED**

**21. PROPERTY RIGHTS AND EASEMENTS:**

SECTION A. EASEMENT OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the general common areas owned by the Association, which easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment in the general area, which shall generally include the right of passage, access, ingress and egress, parking, recreation, and the use of any facilities located on the common areas.

SECTION B. LIMITATION OF EASEMENT OF ENJOYMENT. The easement of enjoyment created hereby is subject to the following:

A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of any common area and any recreational or other facilities located hereon, and to charge reasonable annual and special assessments as more particularly described herein;

B. The right of the Association to suspend the voting rights and right to use any recreational facilities or other facilities on the common areas of any Lot owner during any period during which any assessment against his or her Lot remains unpaid; and

C. The right of the Association to suspend the right of any member or lot owner to use the recreational facilities or other improvements on the common areas, if any, for a period not to exceed sixty (60) days for any infraction of this Declaration or reasonable rules and regulations concerning the use of the common areas adopted by the Association; and

D. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by a vote of a majority of the members of the Association, and unless written notice of the proposed agreement and action is sent to each member at least thirty (30) days in advance of such vote.

E. The right of the Declarant or its assignee as owner of the water system to a utility easement 10' in width within and along the boundaries of all lots in the subdivision for the purpose of providing and maintaining the water supply system.

**22. ASSESSMENTS.** The owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representative, successors and assigns, to pay to the Association:

A. The annual assessments or charges; and

B. Any special assessments for capital improvements, repairs or maintenance.

C. All such assessments shall be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and attorney's fees, shall be a charge upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them, provided however, that the charge and lien against the Lot for delinquent assessments shall remain a lien against said Lot until paid.

D. The annual assessments or charges levied by the Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Subdivision, and in particular for the improvements and maintenance of the common areas, the payment of any taxes assessed against the common areas, payment of insurance with respect to the common areas, payment of operating costs, repairs, maintenance and utility costs for any improvements located upon the common areas, including without limitation, any pools, clubhouse or tennis courts, payment of utility costs for electric street lights (including those street lights, if any, located on a county street for the benefit of the Subdivision), payment for maintenance of street signs, payment for landscaping and maintenance of Subdivision entrance and common areas, and maintenance of any gates to Subdivision and to the discharge of the obligations of the Association as imposed by this Declaration, as well as any other purposes consistent herewith and approved by the Association.

E. The initial annual assessment of \$175.00 for each Lot in the Subdivision has been established by the Association and shall be payable annually, in advance and before January 10<sup>th</sup> of each year, unless a different payment date is otherwise approved by the Association. The annual assessment shall be pro-rated on a calendar year basis for the year for new Lots being purchased in the Subdivision. The Association has the authority to increase or decrease the annual assessment in its sole discretion from year to year. The Association, through its Board, may also elect to collect such assessments by adding same to the water and sewerage bill as provided in Item 10 hereof in the same manner as the garbage disposal and/or street lighting charges. Declarant shall not be required to pay dues or other assessments to the Association regardless of whether it still owns lots in the Subdivision.

F. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance or replacement of a capital improvement upon the common areas, including the necessary fixtures and personal property related thereto and for the purchase of new property, both real and personal, for the benefit of the Members of the Association; provided however, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

G. Any assessment not paid within thirty (30) days after the due date shall bear interest at that rate which is equal to the rate of interest chargeable by law in the State of Georgia on money judgments, or fifteen percent (15%) per annum, whichever is lower, and such amount, together with interest and the costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the property against which assessment was made, and shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the property in like manner as a deed to secure debt and, in either event, interest, costs and attorney's fees in the amount of fifteen percent (15%) shall be added to the amount of such assessment. Upon the exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after the commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common areas or abandonment of his Lot.

H. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon any Lot subject to assessment, and the lien of any ad valorem taxes. Sale or transfer of any Lot shall not effect the

assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfers shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**23. GUEST AND TENANTS.** A member's rights of enjoyment to the common area and facilities may be extended and delegated to members of the Lot owner's immediate family, and to his guests or tenants, subject to such rules and regulations governing the use of the common areas, including the right to limit the number of guests or tenants to who such rights may be delegated, as are adopted by the Association from time to time.

**24. MEMBERS/VOTING RIGHTS.** Each individual Lot shall be a member of the Association and the Lot owner of record is, by his acceptance of the deed conveying title to him, automatically the voting member of that Lot. In the event of Joint title, any one of the Lot owners of record selected by mutual agreement among them shall be the voting member of the Association. In no event, however shall any Lot be entitled to cast more than one vote. In the event that additional Property is submitted to this Declaration as provided herein, each Lot so added shall be entitled to one vote in like manner. No Lot shall have a vote that has not paid all outstanding assessments owed and is not in good standing with the Association. The ownership of the common areas and the administration of all duties and rights conferred by this Declaration of Covenants upon the Association shall be carried out by the Association, being named ASHFORD Homeowner's Association, Inc. Every person who is a record Lot owner of a fee or undivided fee interest in any lot which is subject to this Declaration shall be a member of the Association. The Declarant is also a member of the Association for as long as the Declarant is a record owner of any Lot or owns any Property which may be added to the development pursuant to this Declaration. Regardless of the number of members, however, the number of votes cast per Lot shall not exceed one (1). Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot is the sole qualification for membership in the Association and each lot owner shall remain a member thereof until such time as his ownership ceases. However, non-voting members, on the payment of appropriate fees, may be accepted from time to time in the sole discretion of the Association for the purpose of using the facilities of the Association. All future Lot owners, by accepting a deed to a Lot, and any tenants, occupants, or guests, by occupying or coming upon the premises, shall be subject to and agree to comply with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations adopted pursuant thereto. The provisions in this instrument run with the land and bind any person having at any time any interest in any lot, as though such provisions were fully recited in each deed or conveyance. Each owner, successor in title, tenant, occupant or guest specifically agrees to abide by this Declaration, the Articles of Incorporation and By-Laws of the Association and any rules and regulations promulgated by the Association. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages, for injunctive relief as may be due, which action may be maintained by the Association through its officers, or in a proper case, by an aggrieved owner. Except as is otherwise provided herein, the

Association shall conduct its affairs pursuant to the applicable laws of the State of Georgia, and majority of Lot owners entitled to vote shall constitute a quorum for the transaction of business at any meeting or with respect to any matter which must be approved by the members of the Association, and a majority of a quorum shall constitute a sufficient number of votes to transact business with respect to or to approve any matter which is to be transacted or approved by such members. Except to the extent provided otherwise herein, or to the extent duly and lawfully provided for the Articles of Incorporation or the Bylaws of the Association, the Association shall conduct its affairs and activities in accordance with applicable Georgia law.

**25. DECLARANT'S RIGHTS:**

A. In addition to all other rights granted to Declarant by this Declaration, the Declarant shall have such general easements, rights, and privileges as may be necessary to carry out the construction of the property submitted to this Declaration, and shall have the right to generally go on, upon across, and over the property, including the grounds of any Lot, provided that substantial disruption of the landscape shall be replaced by the Declarant.

B. Notwithstanding any other provisions of this Declaration and notwithstanding the right of Lot owners to elect officers and directors of the Association, the Declarant alone shall have the right to control the Association by appointment of officers and directors until the Declarant has conveyed ninety per cent (90%) of the Lots in the Subdivision to Lot owners (90% of Lots subject to these Covenants, including future phases of ASHFORD). Notwithstanding the foregoing, the Declarant shall have the option at any time, in its sole discretion, to terminate in writing its right to appoint the officers and directors of the Association, prior to the time that ninety per cent (90%) of the Lots in the Subdivision are sold to Lot owners.

In the event that a court of competent jurisdiction should invalidate the right of the Declarant to control the Association, the Association, by acceptance of the deed to the common area, agrees that during the periods of time described above the Association shall take no action with respect to the property without the express written consent of the Declarant.

**26. VENUE/JURISDICTION.** By accepting a deed to a Lot located in the Subdivision, excluding a mortgagee or lender accepting a mortgage or deed to secure debt on any Lot, an owner of a Lot agrees to submit to the jurisdiction and venue of the courts of Bulloch County, Georgia, for any action against such owner or owners arising under these covenants, whether at law or in equity.

**27. RIGHT OF DECLARANT TO AMEND COVENANTS AS TO UNSOLD LOTS.** Notwithstanding anything else contained herein, at any time that the Declarant shall own more than twenty five percent (25%) of Lots in all open phases of the Subdivision, Declarant shall have the unilateral right to amend these covenants as Declarant may deem necessary or desirable to maintain growth within the Subdivision, but shall only have this right

with respect to Lots still owned by Declarant. Such amended covenants shall not apply to any Lot transferred of record to a third party purchaser by Declarant prior to the date of the recording of the amended covenants.

IN WITNESS WHEREOF, through its duly authorized officer, Declarant has caused this instrument to be executed the day and year first above written.

**ROBERT K. BELL PROPERTIES, LLLP**

By:   
ROBERT K. BELL, JR., General Partner



  
Witness  
  
Notary Public



Exhibit A

REQUEST FOR APPROVAL OF CONSTRUCTION

ASHFORD

Required Architectural Information

Lot Owner: \_\_\_\_\_

Lot Owner Address and Phone Number: \_\_\_\_\_

\_\_\_\_\_

Lot # \_\_\_\_\_

Proposed Builder: \_\_\_\_\_

Builder's Address and Phone Number: \_\_\_\_\_

\_\_\_\_\_

The following information must be submitted to **ROBERT K. BELL PROPERTIES, LLLP**, prior to commencement of any construction of any building, structure, or improvement on any Lot in ASHFORD .

1. Type of Floor System (Crawl or Slab) \_\_\_\_\_

2. Exterior Finish (type, name, number, etc) \_\_\_\_\_

\_\_\_\_\_

3. Roofing Materials and Colors: \_\_\_\_\_

4. Exterior Trim (color) \_\_\_\_\_

5. Roof pitch \_\_\_\_\_

6. Heated square feet \_\_\_\_\_

7. Total square feet under roof \_\_\_\_\_

No incomplete applications will be accepted for review. Following items must be attached for application to be complete:

- (a) One (1) copy of the construction plans and specifications which show all elevations and floor plans. The specifications must also include exterior colors and finishes (including any signage and exterior lighting), roof pitch, square footage and name and color of roofing materials. Actual samples of exterior materials such as brick, stone, roof shingles, etc., as well as exterior color schemes may be required to be submitted to the Architectural Control Committee for approval.
- (b) Landscaping plan showing all planned landscaping (grass, sod, beds, shrubbery, trees, landscaping apparatus, etc.) on the Lot. Architectural Control Committee has absolute authority to promulgate landscaping guidelines and review procedures and may require that all Lots adopt uniform standards for landscaping to promote harmony of design and appearance in the Development.
- (c) A plot plan showing the location of all proposed improvements on the Lot.

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_ (If checked, reasons for disapproval): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date of Decision: \_\_\_\_\_

By: \_\_\_\_\_