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ELIZABETH Z. HURSEY, CLERK  
SUPERIOR COURT  
EFFINGHAM COUNTY, GA

*Elizabeth Z. Hursey*

Clerk: Please cross index to Protective Covenants  
recorded in Deed Book 2225, page 91, et seq.

The Ratchford Firm  
1575 Hwy 21 South  
Springfield, Georgia 31329

STATE OF GEORGIA )  
 )  
COUNTY OF EFFINGHAM )

**THIRD AMENDMENT AND SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BLANDFORD CROSSING SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS ("Declaration"), made this 5th day of June, 2020 by GREENLAND  
DEVELOPERS, INC., Owner and Landowner hereinafter collectively called "Declarants").

**WITNESSETH:**

**WHEREAS**, GREENLAND DEVELOPERS, INC. is the Declarant/Owner of eight (8)  
lots located within Blandford Crossing Subdivision, Phase 1, located in Effingham County,  
Georgia, holding all Class B stock/membership rights, and, as such, pursuant to its authority as  
Declarant/Owner and the holder of eight shares of Class B by virtue of owning 8 lots within  
Blandford Crossing Subdivision, Phase 1, said stock shares constituting 160 votes, which is  
greater than two-thirds (2/3rds) majority of the total association vote. GREENLAND  
DEVELOPERS, INC. amends, corrects, and clarifies the Declaration, dated December 10,  
2013, and recorded on December 20, 2013, in the Office of the Clerk of the Superior Court of  
Effingham County, Georgia, in Deed Book 2225, page 91, for the purpose of enhancing property  
values and dealing with unforeseen issues;

**WHEREAS**, GREENLAND DEVELOPERS, INC. further desires to amend the  
Original Declaration for the purpose of enhancing property values, said amendments being in  
conformity with the general purpose of and do not materially adversely effect, the restrictions,  
conditions, and limitations contained in the Original Declaration, and for the purpose of  
submitting additional property described on Exhibit B hereto.

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) in hand paid, the  
recitals listed above, and the benefits derived by the shareholder/members of the Blandford  
Crossing Homeowner's Association, Inc. ("Association"), GREENLAND DEVELOPERS, INC.,  
as Declarant, and Class B controlling shareholder/member, hereby amends, modifies, clarifies, and  
supplements the Original Declaration as follows:

Exhibit "A" was inadvertently not recorded with the Original Declaration, and therefore the legal  
description attached hereto as Exhibit "A" is inserted in its place.

Pursuant to Article II, Section 3 of the Declaration dated December 10, 2013, Declarant adds to the Property to be governed by the Blandford Crossing Homeowner's Association, Inc. and the following declaration, all those certain lots as shown and more particularly described on Exhibit "B" hereto, specifically incorporated herein ("Additional Property"). Said additional lots comprise Phase II of Blandford Crossing Subdivision, such Phase II to carry the name of THE COTTAGES AT BLANDFORD CROSSING. The entrance shall be marked by two pillars on each side of the existing road known as Blandford Crossing as it extends into Phase II. The pillars shall be 12-18 inches in width and 4-5 feet in height, built of brick or stone, and such pillars shall have signs attached to each pillar identifying the entry to THE COTTAGES AT BLANDFORD CROSSING. The pillars and signs shall be the responsibility of the Developer of Phase II to erect prior to the issuance of any building permits for the construction of any residence in Phase II.

For purposes of Phase 1 and Phase 2, the Original Declaration, is corrected, amended, modified, and/or clarified in its entirety, and the following shall supersede all previously recorded versions of said Original Declaration. Accordingly, the Original Declaration is deleted in its entirety and the following inserted in its place:

## ARTICLE I DEFINITIONS

Section 1. Reserved.

Section 2. ARC or "ARC" or "Architectural Review Committee" shall mean and refer to the Architectural Review Committee established in Article II of this Declaration, as such Committee is appointed by the Declarant or its' successors and assigns. Declarant, for itself and its' successors and/or assigns, reserves all rights to appoint ARC members at all times Declarant and/or Declarants successors and/or assigns own any lot within Blandford Crossing Phase 1 or Phase 2.

Section 3. "Association" or "HOA" shall mean and refer to Blandford Crossing Homeowners Associations, Inc., a corporation organized and existing under the laws of the State of Georgia, its successors and assigns.

Section 4. "Bylaws" shall mean those bylaws adopted by the Board of Directors of Blandford Crossing Homeowner's Association, Inc. attached hereto and specifically incorporated herein.

Section 5. "Board" shall mean and refer to the Board of Directors of the Association.

Section 6. "Common Area" shall mean all real and personal property now or hereafter owned by and titled in the name of the Association for the common use and enjoyment of the Owners.

Section 7. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-laws and Articles of Incorporation of the Association.

Section 8. "Declaration", with respect to any Phase 1 lots, shall mean the covenants, conditions, restrictions and easements and all other provisions of that certain Declaration recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 2225, page 91, as amended, clarified, corrected and modified herein, and as may from time to time be further amended; and with respect to Phase 2 lots, this declaration, Exhibit "A" attached hereto containing the lots within Phase II, together with any other amendment hereto later recorded, including specifically, any supplemental declaration applicable solely to Phase II dated after the date hereof.

Section 9. "Declarant/Owner" shall mean and refer to Greenland Developers, Inc., a Georgia Corporation organized and existing under the laws of the State of Georgia and/or its successors and/or assigns by specific written agreement describing the rights of Declarant being transferred. Declarant, its successors and/or assigns holding such specific written agreement shall retain all rights as Declarant until such time as all lots in Phase II have been sold to third parties not holding any Declarant rights. All class B stock shall be owned solely by Declarant and/or its properly authorized successors and/or assigns.

Section 10. "Landowner" shall mean and refer to Greenland Developers, Inc., initially, and thereafter, the owner of each lot within Phase 1 and Phase 2 of Blandford Crossing subdivision.

Section 11. "Lot" shall mean and refer to a parcel shown on the plats for Phase I, cited above, and the attached Exhibit "B" for Phase II upon which a single-family residence shall be constructed.

Section 12. "Member" or "Member/stockholder" shall mean and refer to every lot owner of record in Blandford Crossing Subdivision, Phase 1 and Phase 2, who shall be vested with Class A stock in the Homeowners Association known as Blandford Crossing Homeowner's Association, Inc. by virtue of being lot owner of record, together with the Declarant or Declarant's successors and/or assigns holding all declarant rights, such Declarant and/or Declarant's assigns, properly designated, to be the sole holders of all Class B membership and stock shares described in the Declaration dated December 10, 2013, and recorded in Deed Book 225, page 91, et seq., including such rights arising out of Phase II of Blandford Crossing Subdivision, until such time as Declarant no longer owns any shares of Class B stock arising out of ownership of any lot in Phase I or Phase II of Blandford Crossing Subdivision. The allocation of voting rights for Class B stock shares shall remain 20 votes for each lot in Phase 1 or Phase 2 owned by a Class B stockholder. Class A stock ownership shall transfer upon the transfer of any lot within the subdivision, as extended to additional property in Phase II shown on the attached Exhibit "B" and all Phase I lots, with transferors of record being deemed to transfer such stock by execution of any deed of transfer, voluntary or involuntary, all Class A stock to be owned solely by owners of record as reflected on the real estate record of Effingham County, Georgia.

Section 13. "Owner" or "record owner" shall mean and refer to the record owner of each lot, whether one or more persons, of the fee simple title to any Lots which is a part of the Property as evidenced in the real estate record of Effingham County, Georgia, but excluding those having lienholder interests merely as security for the performance of an obligation.

Section 14. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 15. "Plat" shall mean and refer to that certain Final Subdivision Plat for Blandford Crossing Subdivision, Phase I, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 25A-1, B-1, C-1 and through 25D-1, together with Phase II as shown and identified on the attached Exhibit "B".

Section 16. "Property" shall mean and refer to that certain real property described in Plat Cabinet D, Slide 25A-1, 25B-1, 25C-1, and 25D-1 which reflects the lots in Phase 1 of Blandford Crossing Subdivision, together with the additional lots of Phase II shown and delineated on Exhibit "A" attached hereto and by reference made a part hereof for a description of Phase II "additional property".

Section 17. "Structure" shall mean and refer to: (I) anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; or (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects

or alters the natural flow on surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 16 applies to such change. No Modular, Pre-fab, or off site assembled homes, including "mobile homes" are allowed on any lot.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Effingham County, Georgia, and is more particularly described and shown on that certain plat of Phase 1, Blandford Subdivision, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 25A-1, 25B-1, 25C-1, and 25D-1, and, as to Phase 2, those lots as shown on Exhibit "B" attached hereto and made a part hereof. These covenants shall be deemed as superseding any and all other covenants of record and applicable to Phase I, with regard to any conflicting Declarations and to all lots in Phase II, all previously existing covenants being deemed amended, modified, corrected and replaced by the terms hereof. These covenants are intended by Declarant to be the initial declaration of covenants applicable to the property described on Exhibit "B" constituting Phase II to be known as the COTTAGES AT BLANDFORD CROSSING.

Section 2. Additions to Existing Property. The Declarant/Owner and its successors and assigns shall have the right to bring within the scheme of this Declaration additional property. The additions authorized under this Section, shall be made by filing of record a supplemental declaration with respect to the Additional Property which shall extend the scheme of the Declaration, as amended by Declarant, to such Additional Property. Upon the filing of such a supplemental declaration, the term "Property" as used in this Declaration shall include the portions of the Additional Property brought within the scheme of this Declaration as provided herein. Any such supplemental declaration may contain complementary additions and modifications of the covenants and restrictions contained in this Declaration, as may be deemed necessary by Declarant to reflect the different character, if any, of the added properties. In no event shall any such supplemental declaration revoke, modify or add to the responsibilities or rights of any lot owner in Phase 1 of Blandford Crossing subdivision.

## ARTICLE III ARCHITECTURAL CONTROL

Section 1. Purpose. It is the Declarants' purpose to prohibit any improvement or change in the Property which would be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Lots, and to preserve as much as is practicable of the visual continuity of the Property; to assure that the improvements and construction of Dwellings and Structures on the Property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property. By recording this Amendment to those Declarations recorded in Deed Book 2225, page 91, et seq, Effingham County Real Estate Records, the Declarant intends to enhance and protect the value, desirability, and attractiveness of the subdivision known as Blandford Crossing Subdivision. This Declaration provides for Blandford Crossing Subdivision administration, maintenance, and preservation and the expansion of Blandford Crossing Subdivision to include Phase II, and is not intended to otherwise substantially impact the rights, obligations, or benefits of any owner or future owner in Phase 1 of Blandford Crossing Subdivision.

Section 2. Approval Required. No structure, building, wall, dock, walkway, driveway, fence, mailbox, screening device, swimming pool, pier or other structure shall be commenced, erected, altered, modified or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Architectural Review Committee (as hereinafter defined) as outlined herein. No change shall be made in color, stain or painting or any structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3. Architectural Review Committee. The Architectural Review Committee ("ARC"), shall consist of at least four (4) persons and not more than five (5) persons, to be appointed by the Board of Directors of Blandford Crossing Homeowner's Association, Inc. upon the expiration of all Class B shares and shall have exclusive jurisdiction to approve or disapprove all improvements and/or construction on any portion of the Property whether located in Phase I or Phase II.. PROVIDED HOWEVER, until Declarant no longer has any Class B shares, Declarant shall have the sole right to appoint persons to the ARC. The ARC may consist of owners or non-owners.

Section 4. Liability. Neither the ARC nor any member thereof shall be liable to the HOA, any Builder, Lender or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) 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
- (d) Any negligence or breach of contract by any builder carrying out construction within the Property.

Section 5. Responsibility of Declarant. There is reserved unto the Declarants the right of veto pertaining to the approvals and disapprovals otherwise within the jurisdiction of the ARC, so long as Class B Membership exists.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the "ARC", the person seeking such approval shall furnish the data required by the "ARC", and no such submission shall be deemed to have been made unless and until all required information has been received. The "ARC" shall either approve or disapprove such a design and location and proposed construction and clearing activities within forty-five (45) days after such plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the "ARC", which shall be paid at the time of submissions of such plans.

Section 7. When Approval Deemed Denied. In the event the "ARC" shall fail to approve or disapprove a proposed design plan and location within forty-five (45) days after the plans and specifications therefor have been received by it, the plans will be deemed as **DISAPPROVED**. Plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data, or fail to present accurate and complete information

upon which the "ARC" shall be expected to base its decision. All plans must be approved in writing by the "ARC".

Section 8. Right to Inspect. The "ARC" shall have the right, at its election, to enter upon any Lot during the construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials ( in the sole opinion of the ARC). The ARC shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

Section 9. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot in the Property, must first be approved by the "ARC" as to financial stability, building or landscaping experience and ability to build or landscape structures or grounds of the class and type of those which are built on the Property. Such approval may be granted or withheld in the sole and uncontrollable discretion of the "ARC". No person shall be approved as a builder or landscaper unless such person obtains his income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property. No owner shall be permitted to act as his own builder or contractor except where such owner obtains his income primarily from the construction of the type of structures to be constructed on the Property and otherwise meets the qualifications for approval by the "ARC" as hereinabove set forth. Provided, however, that so long as Declarant holds any Class B stock, Declarant shall be fully vested to approve and qualify any Builder who Declarant, of Declarant's sole determination, deems suitably qualified to build within Phase II of the Blandford Crossing Subdivision.

Section 10. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the "ARC" pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the "ARC" such violation shall have occurred, the "ARC" shall be entitled and empowered to enjoin or remove any such construction. Any cost and expenses incurred by "ARC" in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) The "ARC" shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the "ARC" shall have the right of abatement as provided in Section 1 (b) of Article XI hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the "ARC", shall be entitled to seek equitable relief to enjoin such construction.

Section 11. Fees. The "ARC" may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 8 hereof. The fee shall be established from time to time by the "ARC".

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to the limitations contained herein, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by an officer, director, member, partner, or trustee, or by the individual designated from time to time

by the Owner in a written instrument provided to the Secretary of the Association. Membership stock shares shall transfer automatically upon the conveyance of a Lot to the new Owner.

Section 2. Voting Rights. The Association shall have two classes of voting membership, as follows:

(a) Class A. Initially, the Class A members shall be the Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members of the HOA, however, only one vote shall be allowed for each lot. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be the Declarant, its' successors and/or assigns, which shall be entitled to twenty (20) votes for each Lot owned by either Declarant as Owner or as Landowner. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events

(i) when the holders of Class B stock no longer own any lots within either Phase I or Phase II of Blandford Crossing Subdivision;

(ii) on December 19, 2028, being fifteen (15) years from the date the initial Declaration was filed on record in the Office of the Clerk of the Superior Court of Effingham County; or

(iii) when, in its discretion, the Declarant so determines.

Section 3. Transfer Assessments.

**PHASE II INITIAL FEE:** For each lot in Phase II, an initial one-time fee shall be due and payable to Blandford Crossing Homeowner's Association, Inc. upon transfer of any lot in Phase II to a person other than Declarant. Neither Declarant nor Declarant's successors and/or assigns holding Declarant rights shall be subject to the Phase II initial fee for any lot in Phase II on which Declarant holds title. All initial fees arising out of Phase II lot sales to any party not the Declarant shall be applied first and solely to the outstanding principal balance of that certain loan (Loan # 5244870) from Bank of Newington to Blandford Crossing Homeowner's Association, Inc. until paid in full. This loan is secured by a Deed to Secure Debt from Blandford Crossing Homeowner's Association, Inc. providing, as corrected, the Amenity lot (formerly Lot #17) on which the clubhouse and pool presently exist as collateral for the loan. Upon payment of the Phase II initial fee for a lot, no further Phase II initial fees shall be due on such lot.

**TRANSFER ASSESSMENT FEE.** A transfer assessment fee shall be paid by the Purchaser or Seller on each purchase and transfer of any lot in Phase I and Phase II from a non-Declarant to a third party. The \$500.00 transfer assessment fee shall be paid to Blandford Crossing Homeowner's Association, Inc. The \$500.00 transfer assessment shall be due to the HOA from the purchaser or sellers (except Declarant) on all sales of any lot at each transfer, whether improved or not, located in Phase I or Phase II of Blandford Crossing Subdivision, whether by voluntary or involuntary transfer, upon transfer by any lot owner. Such transfer assessments shall be applied first to any outstanding principal on the abovereferenced loan from Bank of Newington, with any balance to be held in a sinking fund administered and owned by the Board of the Blandford Homeowner's Association, Inc. to be established for expansion, repair and maintenance of the clubhouse, pool area, or other common areas as the Board determines.

Section 4. Reduced payment of Homeowner fees during construction. Subject to the limitations stated herein, Declarant and/or its' properly documented successors and assigns holding Class B stock, shall have the right to reduce annual Homeowner's Association (HOA) fees as determined by the Board of the HOA, pursuant to budget, for any unimproved lot in Phase II of Blandford Crossing, by 50% for unimproved lots owned by an approved builder. Such reduced HOA fees, applicable solely to approved builder lots, shall be due and payable by approved

builders, owning unimproved lots in Phase II on each lot owned by such Owner for a period of no more than 36 months from the date of sale to such Owner or until two (2) months after a Certificate of Occupancy is given by Effingham County Building Department, whichever is first to occur. Upon each occurrence, the approved builders and all lot owners in Phase II shall be responsible for the payment of 100% of annual Homeowner's fees and special assessment on each lot owned for so long as the owner holds such lot and regardless of improvement. During the period of the reduced Homeowner fee for Phase II, all sums received by the HOA Board shall be paid first to satisfy the outstanding obligation to Bank of Newington until such loan is paid, to include monthly payments, and, upon payment of such loan, all such funds shall be used for the overall maintenance, repair, and improvement of any common area.

## ARTICLE V PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian [but no vehicular] access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes, which right of use of such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use such recreational facilities.

(c) the right of the Association to suspend any Owner's voting rights and right to use any recreational facilities within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area 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 an instrument signed by two-thirds of each class of members, agreeing to such dedication or transfer, has been recorded.

(e) the easements reserved in Article VIII of this Declaration and in the deeds of conveyance of the common areas.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

Section 3. Title to Common Area. Landowner, Greenland Developers, Inc., may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners, subject to such easements as determined by said Grantor. The Association hereby covenants and agrees to accept from Landowner, Greenland Developers, Inc., all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Owner until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency or authority.



Section 4. No Partition. There shall be no judicial partition of the Property, or any part thereof, nor shall any Person acquiring any interest in the Property or any thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

Section 5. Recreation Area. The amenity lot (formerly Lot #17) now owned by the Blandford Crossing Homeowner's Association, Inc. and presently improved with a pool and clubhouse, as shown and more particularly described on that certain plat recorded in Plat Record D25 Slide C-1, Effingham County Records is determined to be the Recreation Area ("Recreation Area"). Such amenity lot is subject to an outstanding loan from Blandford Homeowner's Association, Inc to Bank of Newington. Such amenities lot shall also incorporate any and all necessary ingress and egress easements not to exceed 40 feet in paved width for the use of adjacent properties to be known as Phase II, Blandford Crossing Subdivision, which are subjected to the terms of this instrument and the covenants contained herein. Membership is mandatory for all Lot Owners. Additionally, the Association shall have the right to allow private use of the facilities on an optional basis for a reasonable fee. No owner or occupant gains any right to enter or use the Recreation area, by reason of ownership or occupancy of a Dwelling, unless all homeowner's fees and assessments are paid, together with any other fee as required by the Blandford Crossing Homeowner's Association, Inc.

ARTICLE VI  
COVENANT FOR MAINTENANCE AND  
CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot in Phase 1 or Phase 2, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and cost of collection thereof, including 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 for delinquent assessments shall pass to successors-in-title if not paid prior to transfer to any successor. Greenland Developer's, Inc. and any successor Declarant shall not be subject to any of the assessments set forth in this Article. All Purchasers from Declarant or Declarant's successor shall be responsible for the payment of the \$500.00 transfer fee and for homeowner's fees. Approved builders shall not be responsible for payment of full homeowner's association dues, but shall be responsible for the payment of Homeowner's Association fees not exceeding 50% of the calculated amount until the earlier to occur of 36 months from the date of purchase of any lot or two (2) months after the date a certificate of occupancy is given by Effingham County.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of improvement loans, all taxes, insurance premiums and all costs and expenses incidental in the Operation and Administration of the Association, payment of rental due for the lease of any recreational space, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution of

reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each owner no later than then (10) days prior to such annual meeting. The annual assessment shall be equally divided among the improved lots in Phase 1 and Phase 2 so that the annual assessments shall be the same for each improved Lot. Lots owned by the Declarant/Owner, who is not subject to assessments, shall not be considered when determining the assessment for each lot. Lots owned by any approved builder shall not be included until such time as said Builder has owned any such lot for a period of 12 months. The budget and the annual assessment shall become effective unless disapproved at the annual meeting either by (i) Declarant/Owner, so long as there is a Class B member, or (ii) a vote with a majority of the Owners voting in person or by proxy at such meeting if there is no Class B membership. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association, to include loan costs, in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above. Greenland Developers, Inc. shall not be subject to Special Assessments, however, any successor Declarant or approved builder shall be responsible for the payment of annual homeowner's fees and assessments in conformity with the terms hereof.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than ten (10) days or more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots in Phase I or Phase II and may be collected on an annual basis. The maximum annual assessment for the fiscal year beginning January 1, 2013, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Members of the Association. The annual fees due to the HOA for the fiscal year January 1, 2020 until December 31, 2020 shall be \$750.00 per year due annually on or before the first quarter of each year, subject to further change as determined by the Board of Directors of the Blandford Crossing Homeowner's Association, Inc. based on budget analysis for any ensuing year. Unimproved Phase II lots shall only be responsible for a payment of 50% of the said HOA annual assessment pursuant to the provisions of Item VI, Section 4 and IV, Section 3 and 4 hereof.

Subject to Article IV, Section 3, a \$500.00 transfer fee shall be due upon the sale of any lot or residence, to include re-sales, to all third parties.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be paid in such manner and on such dates as may be fixed by the Board. 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 specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a specified Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum not to exceed 14% per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, and reasonable attorney's fees if any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer as against the property itself, but shall not extinguish the HOA fees due from the defaulting owner. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all properties owned by the Declarant/Owner.

Section 11. Use of Amenities. Without specific approval by written agreement of the Board of Directors for purposes of rental, only residents and guests of residents are allowed use of said amenities. Additionally, guests must be in the accompany of a lot owners or residents at all times incident to any use of the amenities.

## ARTICLE VII MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Associations' responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all road, driveways, walks, parking areas and building and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wire, conduits and systems which are a part of the Common Area; (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area; and (iv) maintenance and care of all amenities in conformity with the minimum requirements of law for use thereof.

Section 2. Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain Owner's Lot or the improvements thereon as set forth hereinabove, the ARC, its agents and/or representatives, or the HOA, its agents and/or representatives may, after thirty (30) days written notice to the Owner of such Lot, enter upon such Lot or Lots for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC and/or HOA, in the exercise of their sole or joint discretions, deem necessary or advisable. Such Owner shall be personally liable to the ARC and/or HOA for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot is subject. Although notice given as herein provided shall be sufficient to give the ARC, its agents and representatives, and/or the HOA, its agents and representatives the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the ARC and/or HOA to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

## ARTICLE VIII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communications lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially programmed and approved by the Owner or thereafter approved by Owner or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement be a separate recordable document, Owner or the Association shall have the right to grant such an easement on the Common Area without conflicting with the terms hereof.

Section 2. Easements for Owner. Owner hereby reserves for itself, its successors and assigns, the following easements and right of ways in, on, over, under and through any part of the Property owned by Owner and the Common Area for so long as Owner or Landowner owns any Lot primarily for the purpose of sale:

- (a) for the erection, installation, construction and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) for the construction of improvements on the Lots;
- (c) for the installation, construction and maintenance of storm-water drains, public and private sewers and for any other public or quasi-public utility facility;
- (d) for the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots; and
- (e) for the maintenance of such other facilities and equipment as in the sole discretion of Declarant/Owner may be reasonable required, convenient or incidental to the completion,

improvements and sale of Lots.

(f) such other easements as reserved by Greenland Developers, Inc. in the transfer of common areas to the Blandford Crossing Homeowner's Association, Inc.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officer, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

## ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and all Structures erected or placed thereon.

Section 1. Residential use. All lots shall be restricted exclusively to a single family residential use. No Lot or any portion thereof shall at any time be used for any commercial business or professional purpose; provided however, that nothing herein shall be construed to prohibit or prevent Declarant/Owner or any builder of residences within the Property from using any Lot owned by Declarant/Owner or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in the Property. Declarant/Owner specifically reserves the right to establish a model home to be used by Declarant/Owner and/or real estate agent employed by Declarant/Owner. This section shall not be construed as to prohibit any Lot owner from operating a business as a home occupation provided the home occupation does not require clients or customers to frequent the home of the Lot owner, does not give the outward appearance of said home occupation, does not create any nuisance or create traffic to the home which, in the sole opinion of the HOA is more than commonly accepted for residential neighborhoods, and complies fully with any and all requirements of the Effingham County Zoning Ordinance. No retail sales of any nature will be allowed in any home. No business of any nature shall be allowed in any home which requires a business license from Effingham County or any entity of the State of Georgia, no service trucks or trucks are allowed that exceed one ton except as to delivery vehicles temporarily within the subdivision for purposes of unloading.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress, to and egress from their respective Lots and for such other purposes as may be authorized by the Association. Certain common areas from are transferred subject to easements for the benefit of adjoining landowners exclusively by Declarant.

### Section 3. Nuisances.

(a) No unlawful, noxious, or offensive activities shall be carried off in any Lot, or upon the Common Areas, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonable interferes with other Owners' use of their Lots and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any 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 the Property or any portion thereof.

Section 4. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, without the prior written approval of the ARC of the plans and specifications for such split, division or subdivision. Declarant/Owner specifically

reserves the right to split, subdivide, reconfigure or recombine its Lots.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot, without the prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specification, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in Section 6.

Section 6. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ARC of plans and specifications for the landscaping to accompany such construction or alteration. No home shall be occupied for living purposes until foundation landscaping has been completed according to plans and specifications approved by the ARC. All lots shall be fully landscaped and irrigations using reuse water from Effingham County from property line. Natural acreage along property line must be appealing to the eye and under brushed.

Section 7. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or described for security purposes in accordance with plans and specifications therefore approved by the ARC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction or such Lot without the prior written consent of the ARC.

Section 8. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall be erected without the ARC's prior written approval of plans and specifications therefore, nor be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except;

(i) such signs as may be required by legal proceedings;

(ii) a sign indicating the builder of the residence on the Lot;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC.

(iv) a sign identifying the name of the contractor during construction of a dwelling of the Declarant/Owner and advising that information concerning said Dwelling is available provided said sign meets the design criteria of the ARC and does not exceed eight (8) square feet in area, and provided further, that any mortgage who may become the Owner of any Lot or Dwelling may place a "For Sale" sign on any unsold or unoccupied Lot, provided that the design color and size of any such sign shall have been approved by the ARC.

(v) following the consummation of the sale of any Lot, the "For Sale" sign and the builder's sign located thereon, if any, shall be removed immediately.

(b) Declarant, for itself and its' successors and/or assigns, specifically reserves the right to erect columns and place signs upon such columns identifying the entry into Phase 2 to be named THE COTTAGES AT BLANDFORD CROSSING.

(c) Declarant specifically authorizes the placement of no more than 2 signs/marketing notices along the entranceway into Phase II only, no closer than 3 feet to the paved right of way, such signs being for no more than 2 approved Builders within Phase II only.

Section 9. Setbacks. In approving plans and specifications for any proposed Structure, the ARC may establish setback requirements for the location of such Structures which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks. However, as a minimum, the setbacks as shown on the plat are mandatory and applicable to each lot.

Section 10. Fences. No fence or wall of any kinds, including those used for dog kennels or runs, shall be erected, maintained or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls. Fences shall be solid vinyl and in the color of White, Tan or Charleston Green or black aluminum bar fences. Fences are to be from the rear corner of the home to rear property line. Only vinyl fences and black aluminum bar fences are acceptable. Fences shall be no more than six (6) feet high.

Section 11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ARC of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the ARC.

During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveway as approved in the plans by the ARC. In no event shall any driveways other than those approved by the ARC be constructed or used for temporary access to any Lot. All vehicles shall be parked at the Lot to avoid damage to trees, paving, curbs, gutters and any other improvements on the Lot. Each lot will have a sidewalk three (3) feet off the road from property line to property line, three (3) feet wide made of concrete.

Section 12. Antennae. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the ARC. In no event shall freestanding transmission or receiving towers be permitted. All antennae and/or satellite dishes/receivers shall be located so that such antennae and/or satellite dish/receiver cannot be seen from the road in front of the Structure.

Section 13. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 14. Recreational Vehicles, Trailers, etc. The ARC, in reviewing the plans and specifications for any proposed Structure, may require that special parking areas be made available for utility trailers, jet skis, four wheelers, boats and similar property. No such personal property shall be parked on any Lot, except for such parking areas as specified by the ARC pursuant to this Section 14, which may require enclosures or location behind screening erected in accordance with plans and specifications submitted to and approved by the ARC. While nothing contained herein shall prohibit the use of portable or temporary buildings for trailers as field offices by contractors during actual construction, the use, appearance and maintenance on such a building or trailer must be specifically approved by the ARC prior to its being moved onto the construction site. **NO RECREATIONAL VEHICLES ARE ALLOWED TO BE STORED, PLACED OR PARKED ON ANY LOT FOR MORE THAN 24 HOURS FOR THE SOLE PURPOSE OF VISITORS, OR THE LOADING AND/OR UNLOADING OF SAID RECREATIONAL VEHICLE, AND SHALL, AT NO TIME, BE ALLOWED FOR RESIDENTIAL USE ON SUCH LOT.**

Section 15. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot if the equipment is visible from the street abutting such Lot without the prior written approval of the ARC. All vehicles, whether electric or gas, must be duly licensed and tagged as required by Effingham County, Georgia. **AT NO TIME ARE 4-wheelers ALLOWED TO BE OPERATED ON ANY PAVED STREET WITHIN THE SUBDIVISION.** Golf Carts are allowed provided all requirements of Effingham County or the State of Georgia for operation thereof in a residential subdivision are fully met. **HOWEVER, IN NO EVENT, SHALL ANY GOLF CART BE ALLOWED ON ANY STREET WITHIN THE SUBDIVISION WHICH HAS SUFFICIENT POWER OR MECHANISM TO TRAVEL IN**

EXCESS OF 25 MILES PER HOUR.

Section 16. Accessory Structures. A detached accessory structure ("Accessory Structure") may be placed on a Lot to be used for a play house, guest house, swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage. A garage may also be an attached Accessory Structure. Such accessory Structure shall not exceed twenty (20) feet in height and shall conform in exterior design quality to the Dwelling on the same Lot. With the exception of a garage that is attached to a Dwelling, an Accessory Structure placed on a Lot shall be located only behind the Dwelling as such dwelling fronts on the street abutting such Lot. Such Accessory Structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. The ARC shall have the right to approve or disapprove the plans and specifications for any Accessory Structure to be erected on any Lot, and construction of any Accessory Structure may not be commenced until complete final plans and specifications shall have been submitted to and approved by the ARC in accordance with the provisions of these covenants. Any Accessory Structure shall be constructed concurrently with or subsequent to the construction of the dwelling on the Lot on which such Accessory Structure is located.

Section 17. Improvements of Lots. All construction of Dwellings, Accessory Structures and all other improvements within the Property shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) In Phase I, no horizontal vinyl siding is allowed anywhere on any dwelling. Provided however, that vinyl may be used on soffit chase and exterior ceilings. Solid vinyl shakes and vinyl board and batten are allowed on eaves only above the roof line. Hardy board is allowed for any exterior use on the structure and/or dwelling. Declarant reserves the right to allow vinyl siding for purposes of Phase II.

(c) No lumber, bricks, stones, concrete blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of an Dwelling or an Accessory Structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the Length of time reasonably necessary for the construction of the improvements for which the materials or devices are to be used.

(d) No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the ARC.

(e) Containers for garbage and other refuse shall be underground or in screened sanitary enclosures; no incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each Dwelling.

(f) No window air conditioning unit may be located in any part of any Dwelling or Accessory, Structure which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the ARC.

(g) Solar panels are allowed solely upon approval by the ARC which shall also have the sole right to determine location thereof.

(h) Any screen porch which is part of any Dwelling or Accessory Structure must have a dark color screen, and no bright color silver finish screens may be used.

(i) No plumbing vent or heating vent shall be placed on the front side of any roof or any Dwelling or Accessory Structure, and any such vent shall be painted the same color as the roof on which it is placed.



(j) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction on the Lot to which the damaged curbing or street is contiguous or adjacent.

(k) With regard to Phase I only, the enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all one-story Dwelling shall contain not less than eighteen hundred (1800) heated square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all one and one-half story Dwellings shall contain not less than eighteen hundred (1800) heated square feet on bottom level and three (300) heated square feet on top level. The enclosed heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all two story Dwellings shall contain not less than sixteen hundred (1600) heated square feet on bottom level, and five hundred (500) heated on top level. No Dwelling shall be constructed exceeding two stories in height on any Lot without prior written approval of the ARC.

With regard to Phase II only, the enclosed heated living area shall be determined by Declarant or Declarant's successors and/or assigns by separate instrument governing the size of all Dwellings located in Phase II.

(l) Driveways shall be constructed with concrete. However, other material may be approved by the ARC if any exception is requested when plans are submitted to the ARC for approval. Existing trees, topography and landscape planning should be taken into consideration and where possible driveways should bypass these naturally occurring matters, leaving them undisturbed.

(m) Silver-finish aluminum doors (including sliding doors) and windows shall not be approved. A factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the ARC for approval.

(n) Roofs shall be architectural shingles or metal roof. Architectural shingles shall only be black, brown or weatherwood in color. The color of the metal roof must be approved by the ARC. Additionally, a minimum Roof pitch of 7/12 is required on all structures.

(o) All foundations shall be at a minimum of 24" above grade finished elevation with brick, stone or tabby on side facing any subdivision road.

Section 18. Animals. All animals, except for a dog or cat must be kept inside the home. Any lot having a dog or a cat shall be required to have a fence. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept there solely as household pets and not for commercial or domestic purposes. No more than a total of 3 pets are allowed unless specifically approved by HOA. No animals shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have first been approved by the ARC. All pets shall be confined to the Owner's Lot. All pets must meet the minimum requirements of the Effingham County Animal Control Ordinance as in effect. Any pet which causes noise which disturbs adjacent landowner shall be removed by the Lot Owner immediately upon receipt of notice from the ARC or the Homeowner's Association.

Section 19. Water Supply. No individual water supply system shall be permitted on any Lot without prior written approval of the ARC for any purpose. If such approval is given, such system must be located, constructed, and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot. Such system can only be used for irrigation purposes and shall not, at any time, be connected to the water supply for the residence or any ancillary building.

Section 20. Trees and Shrubs. No trees measuring eight (8) inches or more in

circumference at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens or any Lot may be removed without the prior approval of the ARC unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways. Excepted herefrom shall be damaged or dead trees and trees which must be removed due to an emergency.

## ARTICLE X INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies insuring the Common Area and the Association as the Board deems necessary or desirable in its sole discretions. The named insured on all policies of insurance shall be the Association.

## ARTICLE XI GENERAL PROVISIONS

### Section 1. Enforcement.

(a) The Association, ARC, the Declarant or any Owner, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, ARC, Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in on event be deemed a waiver of the right to do so thereafter.

(b) The ARC shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the ARC, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions, specified in the notice to the owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, sub-paragraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, sub-paragraph, article, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The heading of articles and section in this Declaration are for convenience of reference only and shall not in any ways limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the Date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed on record in the clerk's office, Effingham County Superior Court.

Section 5. Right and Obligations. Each grantee of the Declarant/Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby

imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarants:

(a) if such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith;

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration;

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private or insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy five (75%) percent of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Declarant, if Declarant is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section; or

(e) if any amendment is approved by two-thirds (2/3) of the votes cast at a properly called or scheduled meeting at which Declarants are in attendance and vote.

Section 7. No Liability. Declarant/Owner has used its best efforts and acted with due diligence in connections with the drafting, preparation, and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Declarant/Owner shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarants have no liability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the day and year first above written.

Signed, sealed and delivered as to  
Owner in the Presence of:

GREENLAND DEVELOPERS, INC.

Angelica E. Pittman

By: Wilson H. Burns, CEO

WITNESS

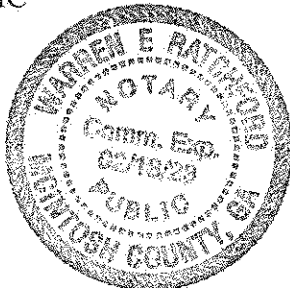
Wilson H. Burns, CEO

[Signature]

Attest: Jon G. Burns, Jr., CFO

NOTARY PUBLIC

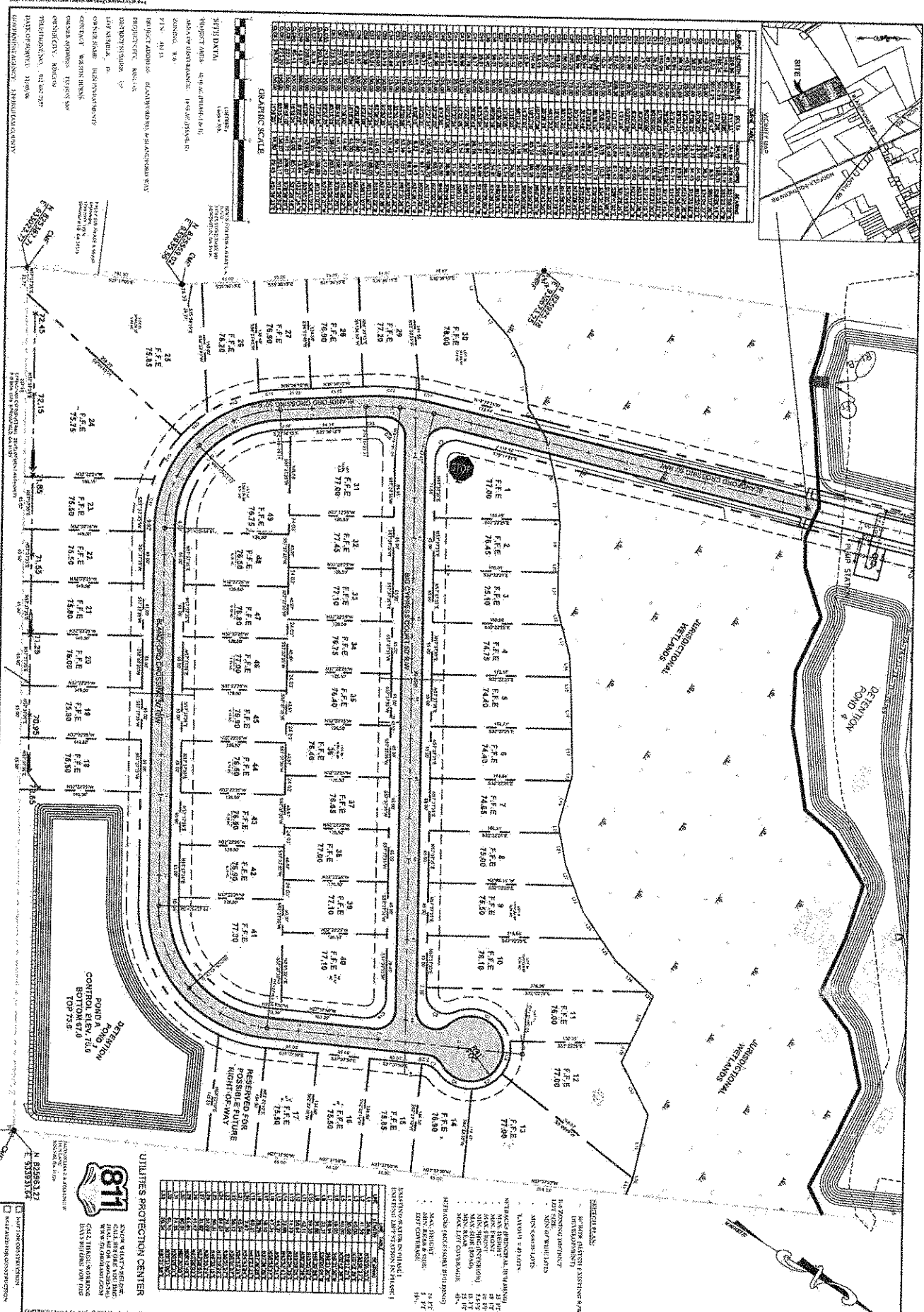
Jon G. Burns, Jr., CFO



## EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 9<sup>th</sup> GMD (erroneously shown as the 1559<sup>th</sup> GMD on plat cited below) , Effingham County, Georgia and shown as "Subdivision Plat of Blandford Crossing" as fully shown and delineated upon a plat of survey dated August 25, 2000, prepared by Southeastern Engineering and Environmental and certified by Adolph N. Michelis, Georgia Registered Land Surveyor No. 1323, as recorded in the office of the Clerk of Superior Court of Effingham County, Georgia in Plat Cabinet D, Slides A-1, B-1 -C-1 and D-1, which plat by reference is incorporated herein as part of this description.

Together with other "additional property" of Owner/Declarant as Owner/Declarant determines pursuant to Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Blandford Crossing Subdivision, Section 3 of said covenants dated December 10, 2013 attached hereto.



**GRAVITY SCALE**

| GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY | GRAVITY |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      |
| 11      | 12      | 13      | 14      | 15      | 16      | 17      | 18      | 19      | 20      |
| 21      | 22      | 23      | 24      | 25      | 26      | 27      | 28      | 29      | 30      |
| 31      | 32      | 33      | 34      | 35      | 36      | 37      | 38      | 39      | 40      |
| 41      | 42      | 43      | 44      | 45      | 46      | 47      | 48      | 49      | 50      |
| 51      | 52      | 53      | 54      | 55      | 56      | 57      | 58      | 59      | 60      |
| 61      | 62      | 63      | 64      | 65      | 66      | 67      | 68      | 69      | 70      |
| 71      | 72      | 73      | 74      | 75      | 76      | 77      | 78      | 79      | 80      |
| 81      | 82      | 83      | 84      | 85      | 86      | 87      | 88      | 89      | 90      |
| 91      | 92      | 93      | 94      | 95      | 96      | 97      | 98      | 99      | 100     |

**GENERAL NOTES:**

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

**UTILITIES PROTECTION CENTER**

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CALL 811 TO REPORT A PROBLEM OR TO REQUEST A SERVICE

**INSPECTION AND SURVEY DATA**

| NO. | DATE     | DESCRIPTION  | BY      |
|-----|----------|--------------|---------|
| 1   | 10/15/10 | FIELD SURVEY | J. KERN |
| 2   | 10/15/10 | FIELD SURVEY | J. KERN |
| 3   | 10/15/10 | FIELD SURVEY | J. KERN |
| 4   | 10/15/10 | FIELD SURVEY | J. KERN |
| 5   | 10/15/10 | FIELD SURVEY | J. KERN |
| 6   | 10/15/10 | FIELD SURVEY | J. KERN |
| 7   | 10/15/10 | FIELD SURVEY | J. KERN |
| 8   | 10/15/10 | FIELD SURVEY | J. KERN |
| 9   | 10/15/10 | FIELD SURVEY | J. KERN |
| 10  | 10/15/10 | FIELD SURVEY | J. KERN |

- SHEET INDEX:**
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**PLANS OF BLANDFORD CROSSING PHASE II FOR BGN INVESTMENTS**

STANDARD PLAN

**C1**