



After recording return to:
Laura T. Marsh
Franklin, Taulbee, Rushing, Snipes & Marsh, LLC
1209 Merchants Way, Suite 201
Statesboro, Georgia 30458

Clerk Superior Court, BULLOCH County, Ga.
Bk 01883 Pg 0158-0168

STATE OF GEORGIA
COUNTY OF BULLOCH

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 30th day of September, 2008 by JENNINGS CONSTRUCTION AND DEVELOPMENT, INC., a Georgia Corporation ("Declarant").

WITNESSETH:

THAT, WHEREAS, Declarant is the owner of a tract of land known as Northbridge Subdivision, as shown by a plat prepared by Nevil Land Surveying, Registered Surveyors, recorded in Plat Book 64, Page 56, Bulloch County Records; and

WHEREAS, Declarant desires to develop a single-family residential development known as Northbridge Subdivision; and

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

NOW, THEREFORE, in consideration of the premises, 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 on Exhibit "A" attached hereto and made a part hereto by this reference.

1. DEFINITIONS:

- (a) "Association" shall mean and refer to that certain Georgia non-profit corporation to be formed concurrently herewith to operate the common areas of the Subdivision to be known as Northbridge Homeowners Association, Inc., or by similar name.
- (b) "Board of Directors" or "Directors" shall mean and refer to the duly authorized Board of Directors of the Association.
- (c) "Dwelling" shall mean any building located on a dwelling lot and intended for use as housing for a single family.
- (d) "Declarant" shall mean and refer to Jennings Construction & Development, Inc., a Georgia corporation.
- (e) "Member" shall mean and refer to every person who is a member of the Association.
- (f) "Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of a fee simple title to any lot which is a part of the Property.
- (g) "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and to such additions thereto as may be made subject to this Declaration of Restrictive Covenants.

2. PROPERTY SUBJECT TO THIS DECLARATION OF RESTRICTIVE COVENANTS

- (a) The Property, including all lots, but excluding the areas lying within road right of ways.
- (b) The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration of Restrictive covenants additional property in future phases, provided that such additional property conforms to the general nature, location and quality of development of the existing property. Any such addition shall be made by filing of record a supplemental declaration with respect to the additional property which shall extend the schedule of the covenants and restrictions of this declaration of restrictive covenants to such additional property.
- (c) The initial, annual and any special assessments or charges levied by the Association shall be used exclusively for promoting the health, safety and welfare of the residents of the Property including payment of utility costs for electric street lights, maintenance of any signs and landscaping around the signs, the discharge of

the obligations of the Association as imposed by this declaration of restrictive covenants, as well as any other purposes consistent herewith and approved by the Board of Directors.

(d) The annual assessment of each lot in the Property shall be payable annually or may be paid in periodic payments if approved by the Board of Directors. Annual assessments of improved lots may be greater in amount than assessments of unimproved lots. The annual assessment shall be \$150.00 per lot and shall be assessed annually on each lot sold by the Declarant until the amount of the annual assessment per lot is adjusted by the Board of Directors. The Board may adjust the annual assessment annually. Notwithstanding the foregoing or anything else contained herein, lots still owned by Declarant shall not be subject to an assessment without Declarant's prior written consent.

(e) In addition to the annual assessment authorized above, the Association may levy special assessments. Special assessments shall be authorized and levied by a majority vote of the Association members. Special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(f) The annual assessment provided for herein shall commence as to any lot on the first day of the year following the conveyance of said lot by the Declarant. The initial assessment shall be due on the date of the initial conveyance of the lot to owner by Declarant. Said initial assessment shall be paid at closing. Also at closing the initial purchaser of a lot shall pay a \$95.00 mail box fee. Notwithstanding the above, the Directors may delay the payment of any annual assessment for a period of time not to exceed the earlier of one (1) year or the substantial completion of a Dwelling upon said lot.

(g) Any annual assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date 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 costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the property against which such 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 said assessments. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual and special assessments (if any) for that particular calendar year due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay

3. MEMBERSHIP AND VOTING RIGHTS

(a) Every Owner of a lot which is subject to assessment by the Association and Declarant, as initial owner of lots in the Subdivision, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. No Owners, whether one or more Persons, shall have more than one membership per lot. Ownership of a lot shall be the sole qualification for membership in the Association, and each Owner shall remain a Member thereof until such time as its ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) The voting rights of the Association shall be vested in the Declarant and its appointees until at least ninety percent (90%) of the lots in Northbridge Subdivision have been sold and occupied by home owners or until the Declarant transfers its voting rights, by writing, to the owners of the lots. After ninety percent (90%) of the lots have been sold and occupied by home owners then the owners of the lots shall elect an initial board of no less than five and no more than ten directors. The initial term of each director shall be one year. The directors shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable the Association to adequately and properly to carry out its duties. Fractional interest ownership of a lot shall not preclude an individual from serving as a director. Each Director shall be entitled to one (1) vote.

(c) Except as specifically provided herein, all matters voted upon by the Board of Directors shall be decided by a majority of the votes met on such matter. Notice of annual and special meetings of the Association and of the Board of Directors of the Association shall be made in accordance with the Bylaws of the Association.

4. ASSESSMENTS

(a) The undersigned, for each lot owned within the property hereby covenanted, and each 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 the annual assessment, the initial assessment and any special assessments for street lights or other improvements.

(b) All such assessments shall be fixed, established and collected as hereinafter provided. The initial assessment shall be \$150.00. The annual assessment and any 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 which was the owner of such property 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.

(c) The initial, annual and any special assessments or charges levied by the Association shall be used exclusively for promoting the health, safety and welfare of the residents of the Property including payment of utility costs for electric street lights, maintenance of any signs and landscaping around the signs, the discharge of the obligations of the Association as imposed by this declaration of restrictive covenants, as well as any other purposes consistent herewith and approved by the Board of Directors.

(d) The annual assessment of each lot in the Property shall be payable annually or may be in periodic payments if approved by the Board of Directors. Annual assessments of improved lots may be greater in amount than assessments of unimproved lots. The annual assessment shall be \$150.00 per lot and shall be assessed annually on each lot sold by the developer until the amount of the annual assessment per lot is adjusted by the Board of Directors. The Board may adjust the annual assessment annually.

(e) In addition to the annual assessment authorized above, the Association may levy special assessments. Special assessments shall be authorized and levied by a majority vote of the Association members. Special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(f) The annual assessment provided for herein shall commence as to any lot on the first day of the year following the conveyance of said lot by the Declarant. The initial assessment shall be due on the date of the initial conveyance of the lot to owner by Declarant and shall consist of a pre rated annual assessment for the remainder of the year. Said initial assessment shall be paid at closing. Also at closing the initial purchaser of a lot shall pay a \$95.00 mail box fee. Notwithstanding the above, the Directors may delay the payment of any annual assessment for a period of time not to exceed the earlier of one (1) year or the substantial completion of a Dwelling upon said lot.

(g) Any annual assessment or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date 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 costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the property against which such 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(s) 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 attorneys' fees in the amount of fifteen percent (15%) shall be added to the amount of said assessments. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual and special assessments (if any) for that particular calendar year 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 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 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 the property subject to assessment, and the lien of any ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof.

5. REPAIR, RESTORATION AND REBUILDING; INSURANCE

(a) In the event any Dwelling shall be damaged, 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, restated 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 Sections 6 & 7 hereof.

(b) Each Owner shall maintain in full force, at all times, insurance covering the improvements upon his/her 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 a loss payable on the basis of the cost of replacement without deduction for depreciation.

(c) The Association or the ACC and its officers, directors, employees, agents and representatives shall have no 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 Article 5 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 costs 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 Dwelling 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 the declaration of restrictive covenants and to the bylaws of the Association.

6. ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred as "ACC")

(a) Declarant deems it desirable to have a committee to administer the conditions and restrictions applicable to the general visual continuity of the Property, and does hereby name Jerry Jennings and Craig Jennings as the initial committee to serve at the pleasure of the Board of Directors and to be hereinafter referred to as the "ACC" or "Committee", with the understanding and agreement that additional or replacement Committee Members may be elected, selected and appointed at any point in time by majority vote of the Directors of the Association. A majority vote of the committee shall determine a decision in all questions referred to the committee. The committee shall be known as the "Architectural Control Committee" and referred to herein as the "ACC" or "Committee".

(b) It is the Declarant's purpose to prohibit any improvement or change in the property which would be unsafe or hazardous to any personal or real property or to any person; 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 ensure that the improvements and construction of dwelling units on the Property will be a 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 ensure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property; and to ensure that construction of improvements on the Property is carried out by builders of financial reliability who can be expected to produce quality construction.

(c) No building, wall, dock, walkway, driveway, driveway profile, fence, mailbox, screening device, swimming pool, landscaping apparatus or other structure or dwelling shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made, nor any rebuilding or restoration of any Dwelling, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, land, shape, color, height, 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 ACC as provided in this Section 6. No change shall be made in the color, stain or painting of any structure or door or shutters thereof, or balcony or deck thereof, or attached, unless so approved.

(d) The Architectural Control Committee (ACC) shall have exclusive jurisdiction to approve or disapprove all new construction on any portion of the Property, as well as any modifications, additions or alterations made on or to existing Dwellings and any open space appurtenant thereto and any rebuilding or restoration of any Dwelling or any activity requiring approval pursuant to the provisions of Section 6(c).

(e) Neither the ACC nor any member thereof shall be liable to the Association or to any Owner, nor shall the Association be liable to any Owner 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 ACC to carry out construction within the Property.

(f) Whenever approval is required by any matter within the jurisdiction of the ACC, the person seeking such approval shall furnish the data required by the ACC and no such submission shall be deemed to have been made unless and until all required information has been received. The ACC shall either approve or disapprove in writing of the design and location and proposed construction and clearing activities within thirty (30) 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 of the Association shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the ACC, which shall be paid at the time of submission of such plans.

(g) If the ACC fails to act after fifteen (15) days notice of its failure to act making a total of forty-five (45) days from date of initial request, then such approval shall not be required provided that the design and location are in harmony with existing structures and locations in the tract, and do not violate these declaration of restrictive covenants in any manner. If the finished building does not comply with the specifications as submitted, the ACC maintains the right to make any changes necessary for compliance. These changes will be at the Owner's sole expense. All home sites and driveways must be staked out and such site approved before tree cutting or grading is begun.

(h) The ACC shall have the right, at its election, to enter upon any lot during construction, erection or installation of improvements or alterations, repair or renovations subject to the provisions of this declaration of restrictive covenants, 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 workmanlike manner utilizing approved methods and good quality materials. The ACC shall have the power to order the dismantling and cessation of nonconforming work 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.

7. 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, except any such business that is conducted by the occupant at the premises solely via computer or similar electronic devices and which does not involve patrons or customers calling upon or coming to visit such business.

(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 and other buildings clearly incidental to residential use of the premises.

(e) All fences must be wooden privacy fences or chain link and the type and location must be approved by the ACC.

(f) No animals, livestock, or poultry of any kind other than house pets, shall be kept or maintained on any part of the Property. Dogs and cats may be kept upon the Property provided that they are not kept for breeding purposes, or maintained for any commercial use or purposes. Any breed of dog such as a Pit Bull, Doberman, Rottweiler or other animal deemed by the Committee as dangerous shall not be kept or maintained on the Property. The number of dogs and cats allowed into each household shall be limited to two (2) of each per household. All dogs must be kept in a confined area and must not create a nuisance to neighboring Owners, including emissions of odors or loud barking.

(g) 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 owners. No trash, paper, garbage, or refuse of any kind shall be dumped on other lots adjoining lands.

(h) No clothes lines shall be erected.

(i) No greenhouses will be permitted upon the premises without the consent of the Architectural Control Committee.

(j) No building or structure shall be erected or placed or altered on any lot until the construction plans and specifications and plan showing the structure and location have been approved by the Architectural Control Committee as to quality of workmanship and materials, have an external design consistent with existing structures, and as to location with respect to topography and finish grade elevation, and landscaping plans including sodding specification. No fence or wall shall be erected, placed on any on any lot unless similarly approved. Actual sample of exterior material, such as brick, stone, siding, roof shingles, and etc. as well as exterior color schemes must be submitted for approval. The approval must be in writing from the Architectural Control Committee. In the event the Committee fails to approve or disapprove said design or location within forty five (45) days after submission of a written request, than such approval shall be considered granted provided the design and location are in harmony with existing structures and locations in the tract, and do not violate any restrictive covenants. If the finished building does not comply with the plans and specifications as submitted, the Committee retains the right to make the changes necessary for compliance. These changes will be made at the owner's expense. All house sites and driveways must be marked out and such site approved before tree cutting or grading is begun.

(k) It is the intention and purpose of these covenants to ensure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Property. All Dwellings shall be constructed in accordance with applicable governmental codes and with more restrictive standards as may be required by the ACC.

(l) No structure of a temporary character, including but not limited to trailers, tents, shacks, modular homes and/or mobile homes shall be placed on any lot at any time; provided, however, that this prohibition shall not apply to shelters or trailers used by contractors during the Construction of Dwellings or any structures or amenities of the Property. No temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

(m) No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a lot unless the type and design thereof shall have been approved by the ACC. The ACC may require 'uniformity' in design of any such mailboxes and receptacles.

(n) No signs shall be displayed upon any lot other than a sign created by the Declarant promoting the sale of lots by the Declarant, provided that the design, color and size of said sign shall have been approved by the ACC.

(o) No change shall be made in the level of courses of any drainage ditch in the Property without the prior written approval of the ACC. The Owner of any lot which adjoins or contains a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his lot in a risen and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale. Provided, however, that the Association shall be responsible for the cost and maintenance of the runaround from any pond or lake within the Property.

(p) Each Owner shall be responsible for the maintenance of his lot and the improvements thereon. If, in the opinion of the Board of Directors of the Association, any Owner fails to maintain his yard or residence in a neat and orderly manner, the Association may provide such maintenance as may be reasonably necessary, and the costs thereof shall be added to and become part of the assessment to which such lot is subject. Landscaping must be maintained all the way to the street in front of each dwelling.

(q) No water well shall be drilled upon the Property except by Declarant.

(r) No air conditioning units, heating units, or other mechanical equipment, and no fuel or water tanks or similar storage receptacles may be exposed to view. Such equipment and receptacles may be installed only within the main or accessory building, buried underground, or otherwise located or screened so as to be concealed from view of neighboring Lots and streets, as approved by the ACC. The type and design of said screening or concealing material shall be subject to approval by the ACC.

(s) The exterior of all similar structures must be completed within one year after commencement of construction, except where, in the sole discretion of the ACC, such completion within one year is not possible or would result in great hardship to the Owner or builder due to strike, fire, national emergency or natural calamity.

(t) No roof on a single story or story and one-half Dwelling may be a flatter pitch than 7 inch vertical per 12 inch horizontal (7/12th pitch).

8. DWELLING QUALITY AND SIZE

(a) The minimum floor area of any main dwelling structure, exclusive of open porches, basements, attics, terraces, patios, carports and garages, constructed on those lots described herein shall be 1000 square feet of heated space with brick veneer or masonry frame. Heated and finished living areas over garages commonly referred to as a "bonus room" shall be considered in calculating minimum floor area.

(b) No Dwelling house shall be erected without providing parking space consisting of a concrete surface area, enclosed in the Dwelling house or other location as approved by the ACC sufficient in size to store at least two standard automobiles. Said garage shall be connected by a paved driveway of hot-mix asphalt or concrete connected to the parking space (garage) with a street and permitting ingress and egress of any automobile. Driveways and walkways must be completed prior to occupancy of the Dwelling. The driveway connection at the street and mailbox shall be approved by the ACC 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 ACC. In the event the ACC fails to approve or disapprove said design within forty-five (45) days after submission of a written request, then such approval shall be deemed granted, provided, however, said design does not violate any restrictive covenants and is in harmony with existing standards in the neighborhood. 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.

9. BUILDING LOCATION

(a) No building or Dwelling shall be located on any lot nearer to the front lot line or nearer to a side street, or nearer to an interior line than the minimum building setback lines shown on the recorded plat. Swimming pools must be in-ground. Any variation from an in-ground pool must be approved by the Architectural Control Committee. Declarant reserves the right to amend the Plat and this Declaration to change any such setback lines and to control solely and absolutely the precise site and location of any proposed structure or improvement upon all lots. Such location shall comply with all applicable governmental rules and regulations, including zoning.

(b) No improvements may be placed in or upon land reserved for easements. For purposes of this covenant, eaves shall not be considered as a part of a building or dwelling, provided, however, this shall not be construed to permit any portion of a building or Dwelling on a lot to encroach upon another lot. Exceptions to the requirements of this paragraph may be made by the ACC in such instances as the ACC shall deem warranted in order to prevent an unnecessary or undue hardship. Notwithstanding anything to the contrary herein, the ACC shall have the right to permit reasonable modifications of the set-back requirements if, in the discretion of the ACC, strict enforcement of these set-back provisions work a hardship.

10. 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 the written consent of the ACC, it being the will and intent of the ACC 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 ACC.

11. EASEMENTS

(a) Declarant hereby reserves unto itself, its heirs, successors and assigns, for use by Declarant, utility companies and public agencies in connection with the development of the Property the following rights in the Property: Easements fifteen (15) feet in width within the boundaries of any lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above the ground, for the purpose of serving the Property with water, telephone, electricity, sewer, cable television, internet, central burglar and fire alarm protection systems and other utility services. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels and easements, or which may obstruct or retard the flow of water through drainage channels and easements.

(b) 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 of purchase.

(c) Declarant or its assignee reserves such easements as designated on the aforesaid plat for drainage, the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, telephone service or other utilities including water and sewer service.

(d) Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

(e) No dwelling, garage, outbuildings, or other structures of any kind shall be built, erected or maintained upon any such easements and all 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 there from, 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.

(f) Drainage flow shall not be obstructed nor be diverted from drainage utility easements as designated on the recorded plat.

(g) Any other easements shown on the plat are also reserved.

12. NUISANCES/ANNOYANCES/PROHIBITED ACTIVITIES.

(a) No noxious or offensive trade or activity shall be carried on upon any building site 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, modular 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 of any kind shall be permitted upon or in any of the building sites or 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 those restrictions.

(d) No fuel tanks or pumps may be maintained on the premises or approved by the ACC.

(e) No above ground tanks of any type shall be maintained on the premises unless approved by the ACC.

(f) No motor vehicle shall be permitted to remain on the premises for more than thirty (30) days in an inoperative condition, and no 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 acting, grading or tractor equipment or heavy trucks such as school buses, transport trucks, semi trucks and dump trucks. Pickup trucks are acceptable.

(g) All utilities shall be placed underground, and no exterior pole, tower, radio antenna, television antenna and satellite dish may be placed upon the premises unless it is approved in advance by the Architectural Control Committee. Any outside radio or television antenna or dish if approved by the ACC shall be installed at a location approved by the ACC. The ACC may further require any dish, if approved, to be located and screened by appropriate plantings or otherwise so as to be unobtrusive.

(h) No window air conditioning units may face any access way-without prior approval of the ACC.

(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 ACC.

(j) All boats, ATVs, 4-wheelers, boat trailers, travel trailers, campers or motor homes shall be kept in the garage, or such other detached storage buildings as may be approved by the ACC.

(k) No structures including fences of any kind will be built or fixtures or objects planted on any lot without prior approval of the ACC as to location, design, external appearance, and in harmony with existing standards of the neighborhood.

(l) All garbage cans, woodpiles, dumpsters, etc. shall be located or screened so as to be concealed from view of neighboring Lots and streets, subject to approval by the ACC. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(m) It shall be the responsibility of each Owner to prevent the development of unclean, unhealthy, or unsightly or unkempt condition of buildings or grounds on his lot or lots. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the owners of surrounding property. No noxious or offensive activity shall be carried on upon any lot.

(n) All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat, attractive and safe condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring of roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, parking areas and other exterior improvements. The Association may, after ten (10) days notice to an Owner, enter upon his Lot 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 Association, in the exercise of its discretion, deems necessary or advisable. Any and all direct and indirect costs of such maintenance shall be specially assessed against the Owner of such lot, which assessment shall be a lien upon the lot and may be collected as provided in this Declaration. The provisions of this Paragraph shall not be construed, however, as an obligation on the part of the Association to mow, clear, cut or prune any lot; to provide garbage or trash removal service, or to perform such exterior maintenance.

13. SIGNS

Subject to paragraph 7(n), no signs, advertisements, billboards, or advertising structures of any land may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

14. GARBAGE AND REFUSE DISPOSAL

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 household trash or garbage shall be burned on any lot.

15. SEWAGE DISPOSAL

All lots shall be connected to the City of Statesboro sewage system. The cost of making such connection shall be borne by the Owners of any such lots at the time of connection including any tap-in fee.

16. STREET LIGHTING

Each lot within the subdivision shall, at the option of the Architectural Control Committee, be subject to a monthly charge for street light service and maintenance, and entrance lighting and landscaping maintenance, payable to the electric power company or other entity or to Declarant, or its successors or assigns, if it is providing such services. 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. This paragraph shall not be construed to require Declarant or its successors or assigns to provide street light service.

17. LIENS

(a) The cost of making the connection to the sewage collection system for the entire subdivision provided for in Paragraph 15 of these restrictive covenants, and the monthly charge for street and entrance light service provided for in Paragraph 16 of these restrictive covenants, shall be liens or encumbrances on the land and acceptance of each of the several deeds to lots in this subdivision, not including thereby a mortgage or lender under a properly recorded mortgage or deed to secure debt, shall be construed to be a covenant to pay said cost and charge. The person or parties responsible for providing said sewage system to the subdivision and electric light service 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 made by the lot Owners under the provisions of Paragraphs 15 and 16 of the restrictive covenants.

(b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgages 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.

18. WATER SUPPLY SYSTEM

No individual water supply system, to include but not being limited to individual wells or water furnished from any single water supply system, shall be permitted on any single lots. The City of Statesboro shall provide the water to each lot. The rate charged shall be determined by the city of Statesboro. The cost of making the water connection shall be borne by the owner of any lot at the time of connection including any tap-in fee.

19. 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.

20. 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.

21. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages. The prevailing party shall be entitled to recover its attorney fees.

22. SEVERABILITY

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

23. LIMITATION OF RESTRICTIONS

Nothing uttered herein shall be held or construed to impose any restrictions on or easements in any lands of Declarant other than the land specifically designated in Exhibit "A" of these protective covenants as being subject to said protective covenants.

24. TRANSFER OF GRANTOR'S RIGHTS

Declarant may assign and transfer its right as Declarant or developer hereunder and as provider of, street lights (if any are provided), and any assignee shall have all of the same rights hereunder as Declarant.

25. PROTECTION OF TREES

Trees of 6" or greater in diameter shall be protected by Owner and not injured, damaged, cut or removed without the approval of the Architectural Central Committee.

26. AMENDMENT

Except as herein provided, the Association shall have the power to amend this Declaration of Restrictive Covenants by a vote of two-thirds (2/3) of the total Members of the Association. 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 the 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 recording of the Amended Covenants.

27. MODIFICATION

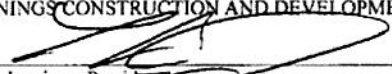
By a recorded supplemental declaration, the Declarant of this declaration of restrictive covenants may amend this declaration of restrictive covenants without the consent of the Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction.

28. GENDER AND NUMBER

All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context requires.

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


JENNINGS CONSTRUCTION AND DEVELOPMENT, INC.

By: 
~~Jerry Jennings, President~~

Signed, sealed and delivered
in the presence of:


Witness

Craig Jennings, Vice
President


Notary Public

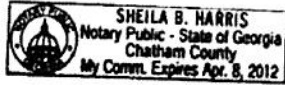


Exhibit "A"

All those certain lots, tracts or parcels of land, lying and being in the 1209th G.M. District of Bulloch County, Georgia, and being designated as all residential lots shown on that certain Final Plat of Northbridge Subdivision, Phase One, prepared by Marlin Nevil, Registered Land Surveyor, dated February 4, 2008, and recorded in Plat Book 64, Page 56, Bulloch County records.

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