

STATE OF GEORGIA]
COUNTY OF BRYAN]

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and published this 30th day of June, 1989, by WILLIAM W. SPEIR and JESSE EUGENE BROGDON, Proprietorship (hereinafter "Developer"), having its principal office and main place of business in Bryan County, Georgia;

W I T N E S S E T H:

WHEREAS, Developer is the owner of a tract of land known as Phase XI STRATHY HALL II, according to a Plat of Survey made by Williams & Swafford, dated May, 1989, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide Book 381, page 9, which Plat by this reference is incorporated herein and made a part hereof. Said Phase XI STRATHY HALL II is hereinafter referred to as the "Subdivision" and the lots in the Subdivision are hereinafter referred to as "Lots"; and,

WHEREAS, it is to the interest and advantage of Developer and to each and every person, corporation, partnership, or other entity who shall hereafter purchase any Lot in the Subdivision, that certain Protective Covenants and Restrictions governing and regulating the use and occupancy of the Subdivision be established, set forth, and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Developer and each and every subsequent owner of any Lot, Developer does hereby set up, establish, promulgate, and declare the following Protective Covenants and Restrictions (hereinafter "Covenants"), to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. The Covenants shall be binding on all persons claiming under and through Developer until twenty (20) years from and after the date of this instrument, at which time such Covenants may be extended or terminated in whole or in part as hereinafter provided.

1. LAND USE AND BUILDING TYPE

(a) No structure on any Lot shall be used for any purpose other than private residential use.

(b) Only one (1) single family building, not to exceed two and one-half (2½) stories in height, shall be erected on any Lot.

(c) One (1) single family building may be erected on more than one (1) Lot, but any variance from the interior setback lines as outlined herein, by reason thereof, must be approved in writing by

the Architectural Committee in accordance with paragraph numbered 2 herein.

(d) Any building erected upon any Lot shall be fully completed within twelve (12) months from the date that construction commences for said building.

2. ARCHITECTURAL CONTROL

(a) The Architectural Committee shall consist of three (3) members who shall be designated by Developer. The initial Committee shall consist of W. W. Speir, B. K. Speir, and J. E. Brogdon, whose address for purpose of notice under these restrictions shall be Post Office Box 732, Richmond Hill, Georgia 31324. If at any time Developer shall fail to designate the three (3) members of this Committee, such member or members as required to maintain the three (3) member Committee may be appointed by the vote of the majority of the owners of the Lots in the Subdivision.

(b) No building, walkway, driveway, fence, pier, wharf, dock, satellite dish, antenna, screening device or swimming pool or other improvement shall be erected, placed, or altered on or adjacent to any Lot unless the construction plans, specifications, exterior colors and finishes, and a plot plan have been submitted to and approved by the Architectural Committee as to conformity and harmony of external design and general quality with the existing standards of the neighborhood, and as to location of any improvement with respect to topography and finished ground elevations.

(c) The Architectural Committee's approval or disapproval, as required in the Covenants, shall be in writing. In the event the Architectural Committee fails to approve or disapprove the construction plans, specifications, exterior colors and finishes, and plot plan within thirty (30) days after the same have been submitted to it, approval will not be required and the approval of the Architectural Committee shall be deemed to have been given; provided, however, that such failure to disapprove shall not have been deemed to waive compliance with the Covenants as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to enjoin completion of construction may be brought at any time prior to the completion of such improvements.

(d) No alterations in the exterior appearance of any building, walkway, driveway, fence, pier, wharf, dock, screening device or swimming pool or other improvement on any Lot shall be made without approval by the Architectural Committee as provided in this paragraph.

3. DWELLING QUALITY AND SIZE

No plans will be approved unless the proposed residence has a minimum square footage of one thousand seven hundred (1,700') square feet of enclosed dwelling area. The term "enclosed dwelling area," as used in this paragraph, shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas; and, provided, further, that shed type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area."

4. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No outbuilding, satellite dish, antenna, tent, mobile home, trailer, or temporary building of any kind shall be permitted on any Lot, except if approved by the Architectural Committee as required in paragraph numbered 2 above. No trailers, boats, or campers may be permitted or maintained on any Lot, except within a fenced rear yard area or area shielded by shrubbery, except front yard parking is permitted up to five days when trailers, boats or campers are being used. No vehicle of any type shall be parked on grassed areas. Landscaping, shrubbery, grass, and fences shall be maintained at all times.

5. SIGNS

No signs of any kind shall be displayed on any Lot except for one (1) sign of not more than five hundred seventy-six (576") square inches, the top of which is not more than three (3') feet from the ground, advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales period or to advertise an established model home. No directional signs or arrows shall be displayed on any Lot or rights-of-way.

6. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than three (3) dogs and no more than five (5) cats may be kept on any Lot, provided that they are not kept, bred, or maintained for any commercial purpose. All animals must be confined to their owner's property.

7. ADDITIONAL COVENANTS

The Developer may include in any contract or deed that may be hereafter made or given, additional protective covenants and restrictions, provided the same shall not be inconsistent with those contained herein.

8. ENFORCEMENT

Enforcement of the Covenants and actions against violations thereof, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision herein, and may be brought to restrain the violation or recover damages, or both. Any person bringing such action must be either the Developer, a Lot Owner, or the Architectural Committee.

9. SEVERABILITY

Invalidation of any one or more of the provisions within the Covenants, by judgment or court order, shall in no manner affect any of the other provisions within the Covenants, which shall remain in full force and effect.

10. TERMINATION AND/OR EXTENSION OF DECLARATION

The Covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming thereunder for a term of twenty (20) years from and after the date this instrument is recorded, after which time such Covenants shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the Lots in the Subdivision has been recorded agreeing to change such Covenants in whole or in part.

11. ADDITIONAL PHASES

Developer is the owner of additional property adjoining the Subdivision, and Developer, or his successors and assigns, shall have the right, but not the obligation, to submit all or part of said additional property to the Covenants. If said additional property is submitted to the Covenants, the Lots therein shall be subject to the Covenants, and the terms "Subdivision" and "Lot," as used herein, shall also refer to said additional property.

12. AMENDMENT

At such time when the Developer no longer owns a Lot within the Subdivision, a majority of the owners of Lots within the Subdivi-

sion shall have the right to amend the Covenants by a vote of such majority present at a meeting of all of the Lot owners held pursuant to at least five (5) days' written notice of the time, place, and purpose of such meeting, and provided that a majority of said Lot owners are present at said meeting.

13. EASEMENTS

Developer reserves unto himself, his successors, and assigns, a perpetual, alienable, and releasable ten (10') foot drainage and utility easement on, over, and under the perimeters of each Lot, for the purpose of utilities, including cables, conduits, pipes, sewers, water lines and mains, and other required equipment for electric power, telephone equipment, cable television, gas, sewer, water, drainage, or other public convenience; provided, further, that Developer may cut drainways for surface water within said easements, whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health. These easements expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain standards of health, safety, and appearance. These easements are in addition to all easements set forth on the Subdivision Plat.

14. TEMPORARY STRUCTURES

No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a main residential dwelling, it being understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

15. FUEL TANKS

No fuel tank or similar storage receptacle may be exposed to view on any Lot, and said tank or receptacle may be installed only within either the main residential dwelling, any accessory building, the screen area, or buried underground.

16. SUBDIVISION OF LOTS

No Lots shall be subdivided or their boundary lines changed, except with the prior written approval of the Architectural Committee. Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any Lot and to take such other steps as are necessary to make such replatted Lot suitable and fit as a building site.

17. NO TRESPASS

Whenever Developer is permitted by the Covenants to correct, repair, clean, preserve, clear out, or do any action on any Lot, the taking of such action shall not be deemed a trespass.

18. BUILDING LOCATION

No building or other structure shall be erected on any Lot within the following areas: (i) thirty (30') feet of any road or access right-of-way adjacent to or abutting said Lot; (ii) twelve (12') feet from a common boundary line between any Lot and another Lot; and (iii) fifteen (15') feet from the rear boundary line of any Lot. On corner or irregular Lots the Architectural Committee will determine the back of the Lot on a case-by-case basis. In addition to the setbacks as herein specified, all setbacks as shown on the Subdivision Plat must also be complied with. Deviations from the setbacks, as herein provided or as set forth on the Subdivision Plat, may be made only with prior written approval of the Architectural Committee.

19. VEHICLES AND EQUIPMENT

Non-operable vehicles will not be permitted to remain on any Lot. No major work on any equipment, including, but not limited to, automobiles or boats, shall be allowed on any Lot unless the equipment is within the confines of a building structure.

20. DRAINAGE SWALES

The owner of each Lot which adjoins a swale shall keep that portion of such swale lying within or contiguous to his Lot in a clean and orderly condition and shall maintain the proper depth and grade of such swale.

21. WELLS AND WATER AVAILABILITY CHARGES

There shall be provided to service each Lot in said Subdivision a private community water system. There shall be an availability charge of Three Dollars (\$3.00) per month per Lot whether or not said Lot is tied into said water system and whether or not water is actually used. At the time of closing, each lot shall be assessed a tap on fee of Three Hundred Fifty Dollars (\$350.00). All water used shall be metered and charged on the basis of usage. The minimum charge to a Lot actually connected shall be Fifteen Dollars (\$15.00) per month for the first 10,000 gallons used, and an additional charge of One Dollar (\$1.00) per 1,000 gallons used in excess of 10,000 gallons. These rates may be changed or adjusted by the private water

company servicing the Subdivision, not more than once per year. All adjustments in fees and charges for water service shall be such as to not exceed the average charged by private water companies operating in similar communities in the Bryan, Chatham and Liberty county areas. There shall be no private wells allowed in said Subdivision. This prohibition to private wells shall not apply to "shallow wells" (as said term is commonly applied) when the water therefrom is used for lawn watering, heating or air conditioning systems and similar uses. Provided, however, any shallow well must be drilled only after the obtaining of proper licenses and approval from Bryan County, Georgia, and further provided that said water shall not be used for human consumption.

22. FEES FOR MAINTENANCE OF COMMON AREA

Maintenance of the Common Area and street lighting shall be the responsibility of all Lot Owners, which responsibility shall include, but not be limited to, maintenance, repair and replacement of all trees, shrubs, grass, fences, lighting, and other improvements situated upon the Common Area. The cost of such maintenance shall be equally divided among all the Lots in the Subdivision, on a monthly basis and billed to each Lot Owner with such owner's water service bill. Street lighting will be the actual cost charged by the power company.

IN WITNESS WHEREOF, Developer has executed these Protective Covenants and Restrictions, under seal, effective the date and year first above written.

William W. Speir [LS]
WILLIAM W. SPEIR

Jesse Eugene Brogdon [LS]
JESSE EUGENE BROGDON

Executed on this 30th day of
June, 1989, in the
presence of:

Phillip H. Vigne
Witness

Barbara Kay Speir
NOTARY PUBLIC, State of Georgia,
County of Bryan

[NOTARIAL SEAL]

My Commission Expires:

Notary Public, Bryan County, Georgia
My Commission Expires June 7, 1990

STATE OF GEORGIA, BRYAN COUNTY.
I hereby certify this instrument was filed for
Record in the Clerk's Office, Superior Court,
Bryan County on the 21 day of July
1989 at 2 o'clock P. M. and Recorded in
Book No. 7-P, page 222-28. This
instrument was filed on the 21 day of July, 1989
Shirley B. Chassereau
Clerk Superior Court, Bryan County, Ga.

STATE OF GEORGIA }
 }
COUNTY OF BRYAN }

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

This First Amendment to Declaration of Protective Covenants and Restrictions, made this 5th day of June, 1991, by STRATHY HALL, INC., a Georgia Corporation (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, on June 30, 1989, William W. Speir and Jesse Eugene Brogdon (hereinafter collectively "Developer") executed a certain Declaration of Protective Covenants and Restrictions (hereinafter "Covenants"), which are recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Record Book 7-P, Pages 222-228; and

WHEREAS, paragraph eleven (11) of the Covenants provides that Developer, or his successors and assigns, shall have the right to submit adjoining property to the Covenants; and

WHEREAS, on March 25, 1991, Developer conveyed to Declarant certain property by a Warranty Deed recorded in said Clerk's Office in Book No. 8P, Pages 260-269; and

WHEREAS, included within the property so conveyed by Developer to Declarant is the property described herein which adjoins the property described in the Covenants; and

WHEREAS, Declarant desires to amend the Covenants to add thereto the property described herein.

NOW, THEREFORE, Declarant does hereby modify and amend the Covenants to add thereto the following property (hereinafter "Additional Property");

All that certain tract or parcel of land situate, lying and being in Bryan County, Georgia, and being known as Phase XIV, Strathy Hall II, according to a plat of survey made by Inman L. Lanier, Jr., dated November 16, 1990, and recorded in said Clerk's Office in Plat Slide 398, Page 7, which plat is incorporated herein and made a part hereof for all purposes.

It is the intention of this First Amendment to subject the Additional Property to the terms of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this Amendment, effective the day and year first above written.

Executed on this 5th day of June, 1991, in the presence of:

STRATHY HALL, INC.

Abbie Cunningham
Witness

By: James E. Brugh
President or Vice President

Robert Messing
NOTARY PUBLIC

Attest: William W. Spur
Secretary or Assistant Secretary



My Commission Expires:



DeVAUL L. HENDERSON JR.
Notary Public, Bryan County, Georgia
My Commission Expires June 21, 1993

STATE OF GEORGIA, BRYAN COUNTY.
I hereby certify this instrument was filed for
Record in the Clerk's Office, Superior Court
said County on the 5 day of June
1991. 12 o'clock P. M. and Recorded in
Book No. 85, page 376-77 this
5 day of June, 1991.
R. P. Simmons
Clerk Superior Court, Bryan County, Ga.

STATE OF GEORGIA

COUNTY OF BRYAN

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

This Second Amendment to Declaration of Protective Covenants and Restrictions, made this 6th day of May, 1992, by STRATHY HALL, INC., a Georgia Corporation (hereinafter "Declarant").

- W I T N E S S E T H -

WHEREAS, on June 30, 1989, William W. Speir and Jesse Eugene Brogdon (hereinafter collectively "Developer") executed a certain Declaration of Protective Covenants and Restrictions (hereinafter "Covenants"), which are recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Record Book 7-P, Pages 222-228; and

WHEREAS, paragraph eleven (11) of the Covenants provides that Developer, or his successors and assigns, shall have the right to submit adjoining property to the Covenants; and

WHEREAS, on March 25, 1991, Developer conveyed to Declarant certain property by a Warranty Deed recorded in said Clerk's Office in Record Book 8-P, Pages 260-269; and

WHEREAS, included within the property so conveyed by Developer to Declarant is the property described herein which adjoins the property described in the Covenants; and

WHEREAS, Declarant desires to amend the Covenants to add thereto the property described herein.

NOW, THEREFORE, Declarant does hereby modify and amend the Covenants to add thereto the following property (hereinafter "Additional Property"):

ALL those certain lots, tracts or parcels of land situate, lying and being in Bryan County, Georgia, and being known as Phase XII, Strathy Hall II, according to a plat of survey made by Inman L. Lanier, Jr., dated August 24, 1990, and recorded in said Clerk's Office in Plat Slide 394, Page 3, which plat is incorporated herein and made a part hereof for all purposes.

It is the intention of the Second Amendment to subject the Additional Property to the terms of the Covenants.

IN WITNESS WHEREOF, Declarant has executed this Amendment, effective the day and year first above written.

Executed on this 6th day of
May, 1992.

STRATHY HALL, INC.

Witness

By: Jesse E. Brogdon
Jesse E. Brogdon, President

Notary Public

Attest: Valerie P. Moore
(Assistant) Secretary

My Commission Expires:

[CORPORATE SEAL]

MICHELE HENDERSON
Notary Public, Bryan County, Georgia
My Commission Expires June 21, 1993

STATE OF GEORGIA, BRYAN COUNTY.
I hereby certify this instrument was filed for
Record in the Clerk's Office, Superior Court
said County on the 14 day of May
1992 at 2:10 clock P M. and Recorded in
Book No. 9-P, page 190 this
14 day of May 1992
P. Simmons
Clerk Superior Court, Bryan County, Ga.

JENNIE BROGDON
DOB 732
RICHMOND HILL, GA
31324

STATE OF GEORGIA

COUNTY OF BRYAN

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

This Third Amendment to Declaration of Protective Covenants and Restrictions, made this
9 day of September, 1994, by STRATHY HALL, INC., a Georgia Corporation (hereinafter
"Declarant").

- W I T N E S S E T H -

WHEREAS, on June 30, 1989, William W. Speir and Jesse Eugene Brogdon (hereinafter collectively "Developer") executed a certain Declaration of Protective Covenants and Restrictions (hereinafter "Covenants"), which are recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, Record Book 7-P, Pages 222-228; and

WHEREAS, paragraph eleven (11) of the Covenants provides that Developer, or his successors and assigns, shall have the right to submit adjoining property to the Covenants; and

WHEREAS, on March 25, 1991, Developer conveyed to Declarant certain property by a Warranty Deed recorded in said clerk's Office in Record Book 8-P, Pages 260-269; and

WHEREAS, included within the property so conveyed by Developer to Declarant is the property described herein which adjoins the property described in the Covenants; and

WHEREAS, Declarant desires to amend the Covenants to add thereto the property described herein; and

WHEREAS, Declarant desires to further amend the Covenants to provide for a change in the minimum square footage of a residence.

NOW, THEREFORE, Declarant does hereby modify and amend the Covenants as follows:

1. By adding thereto the following property (hereinafter "Additional Property"):

ALL those certain lots, tracts or parcels of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as LOTS TWO HUNDRED FIFTY-EIGHT (258) THROUGH TWO HUNDRED EIGHTY-THREE (283), INCLUSIVE, STRATHY HALL II, PHASE XV, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated June 3, 1994, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 269, Page 2. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein and made a part hereof by specific reference.

AND ALSO, ALL those certain lots, tracts or parcels of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as LOTS TWO HUNDRED SIX (206) THROUGH TWO HUNDRED ELEVEN (211), INCLUSIVE, STRATHY HALL II, PHASE XVI, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated July 15, 1994, and