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DECLARATION OF PROTECTIVE COVENANTS

FOR

RYLAND HILLS

G E O R G I A,)
:
OCONEE COUNTY.)

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 29th day of January, 2007, by **JAMES A. MARSHALL**, of Oconee County, Georgia, and hereinafter identified as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of property located in the 225th G.M.D., Oconee County, Georgia, being known as **RYLAND HILLS**, as shown on a plat thereof by Woods & Chastain Surveyors, Inc., dated January 8, 2007 recorded in Plat Book 36, page 485, in the Office of Clerk of Superior Court of Oconee County, Georgia, which plat is incorporated herein by reference; and,

WHEREAS, it is to the interest, benefit and advantage of Declarant, and to each and every party who shall hereafter purchase or acquire any of the above referenced lots that certain protective covenants regulating and governing the use and occupancy of said lots be established, set forth and declared Covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to the lands described on the aforesaid plat and to all persons or entities owning or acquiring said lots, or any of them hereafter; and these protective covenants shall become effective immediately and run with the land and shall be binding on all persons or parties claiming under and through Declarant until such time as said covenants may be extended, modified or terminated, in whole or in part, as hereinafter provided, to wit:

1. **LAND USE.** Said lots shall be used for residential purposes only, with each lot being used as a single-family residential lot; but, in the event some lot(s) or portions thereof should not meet septic tank requirements of the Oconee County Health Department or the State Department of Health or should not be suitable for a building site; then said lot(s) or portions thereof may be used for recreational purposes, including parks and playgrounds, and/or any other use(s) compatible with a residential subdivision, including all uses as may be presently or hereafter authorized under single-family residential zoning provisions of the Oconee County, Georgia, Zoning Ordinance. No lot or portion of a lot may be used as access to any adjoining property without the express, written consent of Declarant or its designated representative.

2. **ARCHITECTURAL CONTROL.** No structure or improvement of any description shall be erected, placed or altered on any lot unless and until the construction plans and specifications thereof, and a site plan showing the location of the proposed structure on the lot have been submitted to and approved by the Architectural Control Committee, as hereinafter defined, as to quality of workmanship and materials and harmony of external design and existing grade elevation and surroundings.
3. **SUBDIVISION OF TRACTS.** Individual lots may not be subdivided so as to increase the density of dwellings within said subdivision.
4. **ACCESSORY USES.** No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family unit or private garage and other outbuildings customarily used in connection with and incidental to a single-family dwelling.
5. **DWELLING SIZE.** No dwelling shall be constructed, erected, placed, altered or maintained on said lots consisting of less than eighteen hundred (1,800) square feet of heated floor space in a one-story building or less than two thousand two hundred (2,200) square feet of heated floor space in a two-story or split-level building, excepting basements in both.
6. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to any street line or to any side line than the minimum building set-back line(s) as indicated on the recorded subdivision plat. The Architectural Control Committee shall have the authority to grant slight adjustments to the above requirements if it is found that these requirements impose an undue hardship on a property owner in locating the site for a home. Approval for any such exception must be in writing. For purposes of these Covenants, carports, and open porches shall be considered as a part of the structure. No dwelling shall be erected, constructed or placed closer than ten (10) feet to any sidelines nor closer than thirty (30) feet to a side street.
7. **TEMPORARY STRUCTURES.** No mobile home, modular home, tent, shack, garage, detached carport, barn or other outbuildings shall be erected, constructed or placed on a tract, and no such structure shall be used as a residence, either temporarily or permanently; nor shall any structure of a temporary character be used as a residence at any time; nor shall any pre-assembled or factory-built structure be placed thereon as a residence. Only conventionally constructed, permanent dwellings shall be erected on said lots.
8. **DESIGN REQUIREMENTS OF OUTBUILDINGS.** No garage, detached carport, barn or other outbuilding shall be erected, constructed or placed on a tract that does not conform with the quality of workmanship, materials, and harmony of external design with existing structures, and with topography and finish grade elevation. No satellite receiving dish, antennae or similar apparatus shall be erected or installed on any lot closer to the front (or side in case of a corner lot) street right-of-way than the front (or side) line of the residence located on said lot or an extension of the front (or side) line of the lot boundary.
9. **BUILDING MATERIAL REQUIREMENTS.** No building shall have concrete blocks as any portion of the exposed finished material. Concrete blocks may be used only as foundations. All structures shall be completely finished on all sides. Brick shall be the preferred exterior finish on all structures except on areas where brick cannot be used. Upon prior written approval of the Architectural Control Committee, other exterior finish material, such as hardboard or stucco may be allowed. Architectural shingles shall be required for all roof finishes.

10. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be housed, maintained, raised or kept on any lot, except domestic pets. Domestic pets shall be permitted, so long as the same shall not constitute a nuisance to the neighborhood, and not kept or maintained for commercial purposes. Domestic pets shall be limited to those pets customarily maintained on the premises, and no vicious dogs or other animals that may be a threat to children or other humans may be kept or maintained.

11. **NUISANCES.** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or community.

12. **SIGNS.** No signs of any kind shall be displayed to the public view on any tract except one professional sign of not more than one (1) square foot. Signs of not more than five (5) square feet advertising the property during the construction and sales period shall be allowed.

13. **CLOTHESLINES.** No clothes line, drying racks or fences used for drying clothes shall be constructed or maintained on any lot.

14. **ABOVE GROUND TANKS.** No exposed above-ground tanks will be permitted for the storage of fuel, water or for any other use. No above-ground pools will be permitted.

15. **FENCES.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the road-ways 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 (25) feet from the intersection of the street property lines extended, and 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.

Fences and walls, including "privacy" fences between or around dwellings, shall conform architecturally to the principal dwelling on any lot, shall be located only in an area in the rear of the residence and shall be approved by the Architectural Control Committee prior to construction or erection.

16. **MISCELLANEOUS.** The front yard of each residence, including space between sidewalk and curb front (lot line to lot line), shall be sodded with grass at the time of occupancy, with adequate, underground water sprinkler irrigation installed. No garage shall open toward the front street of the dwelling. All garages must open to the side or rear of the dwelling. All mailbox receptacles shall be similar-construction wrought iron and must display the correct street name and number of the corresponding dwelling. The roof pitch on all dwellings and structures shall be not less than 8 on 12 pitch.

17. **GARBAGE AND REFUSE CONTROL.** No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Any trash or garbage stored on premises temporarily shall at all times be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

18. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Trees and limbs and other obstructions to street visibility or easements may be trimmed as necessary for the benefit of said easement(s) and community.

19. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20. **GARAGES AND DRIVEWAYS.** All dwellings must have two car garages with finished interior walls and must be attached to the main structure, unless otherwise permitted by the Architectural Control Committee. There shall be no garage facing the street on which the house fronts. All driveways must be paved or concrete.

21. **HEAVY EQUIPMENT.** No heavy equipment such as road equipment, trucks having more than four wheels, grading equipment or similar vehicles may be parked on streets, driveways or elsewhere on the property unless such equipment is specifically in use for initial construction and grading of said property. Junk cars and other inoperable vehicles may not be stored on the property nor repaired on the property at any time. Trucks, buses or any commercial vehicle in excess of one (1) ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time. Campers, RV's, 5th wheel trailers or similar recreational vehicles may be temporarily parked or stored on a lot; but must be located to the rear of the residence and not generally visible from the street.

22. **ARCHITECTURAL CONTROL COMMITTEE.**

(A) **Membership.** The Architectural Control Committee shall be composed of Declarant which hereby specifically reserves the right to designate one or more representatives to act on behalf of or in the place of it, including a homeowners association or other entity responsible to the owners of lands in said subdivision.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly written instrument, to change the membership of the committee or to restore to it any of its powers and duties.

(B) **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. Should the committee, or its designated representative, fail to approve or disapprove, within 30 days after the plans and specifications and proposed site location have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required, and the related covenant(s) shall be deemed to have been fully complied with.

23. **HOMEOWNERS ASSOCIATION.** The Declarant, upon relinquishing control of the common areas and elements, will cause to be formed and incorporated under the laws of the State of Georgia a non-profit Homeowner's Association to manage the common areas and elements, storm water detention facilities, and otherwise enforce these covenants.

23.1 Membership.

Every person who is an owner of a lot shall be a member of the Association; provided, however, that any person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

23.2 Classes of Membership; Voting Rights.

The Association shall have one class of membership.

23.3 Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

23.4 Meetings of Membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

24. **ASSESSMENTS.**

24.1 Creation of the Lien or Personal Obligation for Assessments.

Each lot owner, by acceptance of a deed or other conveyance for any lot being a part of the property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Declarant or the Association, as the case may be: (a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

24.2 Purpose of Assessment.

The assessments levied under this Section 24 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement, insuring and maintaining the common areas and elements and other facilities related thereto devoted to such purposes and related to the use and enjoyment of the property, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of the subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Section 24 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the common areas and elements and other facilities and the entrance area or areas.

24.3 Basis of Annual Assessments.

The annual assessment allocated and charged to each lot owner shall be set annually by the Declarant or the Board of Directors of the Association, as the case may be.

24.4 Special Assessments.

Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the common areas and elements, including any necessary fixtures or personal property, related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by this Section.

24.5 Equality of Assessment among Lots.

No lot within the property shall bear a higher assessment than any other lot within the property.

24.6 Date of Commencement of Annual Assessments; Due Dates.

(a) The Declarant, or the Association's Board of Directors, as the case may be, shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least ten (10) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each lot shall become due and payable to the Declarant or Association, as the case may be, on the 15th day of January of each year and shall be paid without further notice; provided however that in the event the Declarant or the Board of Directors shall fail to send written notice of the annual assessment to members at least ten (10) days prior to the annual assessment period the payment for the annual assessment shall not be due until ten (10) days after such notice is given; the failure to notify ten (10) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he or she becomes a lot owner.

The first annual assessment payable with respect to a lot shall be adjusted according to the number of days remaining in the calendar year following the date of purchase of a lot. This assessment shall not apply to any lot(s) unsold by Declarant.

(a) The Declarant, or the Association, as the case may be, shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

24.7 Effective Nonpayment of Assessment; the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent owners' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners' and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at the lesser of the highest rate permitted by law or twelve percent (12%) per annum, and the Declarant, or the Association, as the case may be, may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding at law or equity. The lien provided for in this Section shall be in favor of the Declarant, or the Association, as the case may be, and shall be for the benefit of all other members. The Declarant, or the association, as the case may be, acting on behalf of the other members shall have the power to bid on the owner's property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas and elements and facilities. The Declarant, or the Association, as the case may be, shall not waive any liens or rights it may have against any member or such member's lot without the approval of holders of fifty-one percent (51%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within thirty (30) days after the due date, the Declarant, or the Association as the case may be, may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the common areas and elements and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments, due during the period of such suspension and shall not affect the permanent charge and lien on such member's property in favor of the Association.

24.8 Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only

such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

- (b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a decree or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

24. **SIDEWALKS.** Sidewalks shall be installed on each and every lot by the owner of each such lot during the construction of the dwelling thereon, but in any event within eighteen (18) months from the initial sale of any such lot by the Declarant. All sidewalks shall be constructed in accordance with all rules and regulations of Oconee County, Georgia. Sidewalks shall be completed on a lot prior to the issuance of a Certificate of Occupancy for the dwelling constructed on any such lot. Each lot owner shall be responsible for the maintenance of that portion or portions of sidewalk within the boundaries of such lot owners' property. The provisions herein for sidewalk construction and time limits thereon shall not apply to Declarant.

25. **TREE REMOVAL FROM LOTS.** No lot shall be clear-cut, except in the case of documented disease or insect infestation that requires such method of tree removal, without the written consent of the Architectural Control Committee. Such documentation required by this provision shall be provided by a Georgia Registered Forester employed with the Georgia Forestry Commission.

26. **TERMS OF COVENANTS.** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless and until an instrument signed by a majority of the then record owners of said lots (calculated on the basis of one lot, one vote) has been recorded, agreeing to change said Covenants in whole or in part.

27. **ENFORCEMENT.** Enforcement shall be by proceedings in law and equity against any person or persons, party or parties, entity or entities, violating or attempting to violate any covenant(s), either to restrain or enjoin violation thereof or to recover damages.

28. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or court order shall in no wise affect any other provision, all of which shall remain of full force and effect.

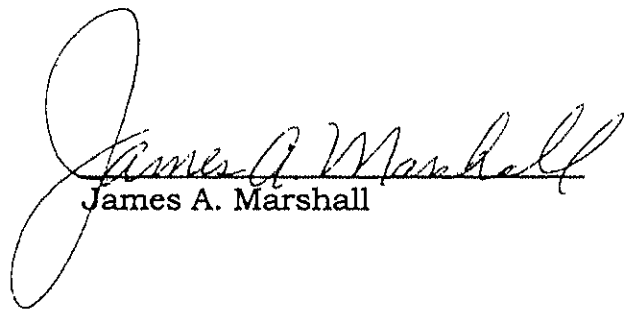
29. **STORM WATER FACILITIES.** Easements are hereby reserved for the maintenance of all Storm Water Detention Facilities and related drainage easements. Maintenance of such facilities and/or drainage easements shall be the responsibility of the Homeowner's Association in accordance with assessments therefore as prescribed hereinabove.

30. **NO WAIVER.** Except as specifically provided herein, no failure of either the Architectural Control Committee or Declarant to act upon any matter for consideration shall be deemed a waiver of the pertinent requirements of these covenants. Any thing done or any action taken by anyone in violation of these covenants shall be deemed a continuing violation; and no approval thereof shall be implied by a failure of the Declarant or Architectural Control Committee to act thereon.

Declarant, for himself, hits successors, assigns, or grantees are hereby relieved from any and all liability of any type or any cause of action of any nature whatsoever for the use of said described property that may arise from the use of same.

Declarant, for himself, his successors and assigns, hereby expressly reserve the right to develop any other or adjacent property in accordance with his sole discretion and shall not be determined to have restricted such other property by expression or implication by the execution or recording of this instrument.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and affixed his seal, the day and year first above written.


James A. Marshall

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

