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Covered Bridge Plantation

coveredbridgeplantation.com
HOA@coveredbridgeplantation.com

CLUBHOUSE PHYSICAL ADDRESS

112 Covered Bridge Blvd,
Guyton, GA 31312

HOA PAYMENTS MAILING ADDRESS:

P.O. Box 30437
Tampa, FL 33630

SENTRY MANAGEMENT:

101 W. Mulberry Blvd, Suite 225
Savannah, GA 31407
912-330-8937
savannah@sentrymgt.com

About Our Community

Dear Homeowners,

We want to extend a warm greeting from the Homeowners Association of Covered Bridge, Inc. This packet is intended to serve as a helpful introduction to our community and the resources available to you as a homeowner.

Our community currently includes over 150 homes and growing as it continues to develop. Covered Bridge Plantation has become one of Effingham County's most sought-after neighborhoods—thanks to its ideal location, Southern charm, and the shared commitment of our residents to uphold community standards.

Whether we've already had the pleasure of meeting you or we're looking forward to connecting—perhaps while walking the neighborhood, at a homeowners' meeting, or even over a cup of coffee—we're glad you're here. In this informational packet, you'll find helpful resources including a contact list, FAQs, and a summary of the covenants to support you in maintaining your home in accordance with the community's standards.

Our Covenants and Bylaws are designed to protect property values and preserve the beauty and uniformity of the neighborhood. The HOA's goal is to continue promoting a collective sense of community pride while minimizing nuisances and behaviors that could negatively affect your home or quality of life.

If you have any questions that aren't addressed in the documents provided, please refer to the contact list in this packet or email us at savannah@sentrymgt.com.

Thank you for being a valued part of Covered Bridge Plantation. We hope you continue to enjoy everything our neighborhood has to offer, and we encourage your participation in community events and HOA activities.

Sincerely,

The Homeowners Association of Covered Bridge, Inc.
Board of Directors

Board of Directors

The Covered Bridge Plantation HOA is led by a volunteer Board of Directors, elected by homeowners to oversee the community's operations, finances, and overall well-being. The Board works in partnership with Sentry Management, our professional management company, to help ensure things run smoothly day to day.

The Board also helps enforce the community's Covenants and Bylaws, which outline important standards for property upkeep and neighborhood appearance. These guidelines are in place to protect home values and preserve the charm of our community. If it's been a while since you've reviewed them—or if you're new—we encourage you to take a look.

We're pleased to introduce your 2026 Board of Directors—a dedicated group of neighbors who volunteer their time to serve the community:

President - Katherine Smith
Vice President - Monica Hester
Treasurer - Sunny Gill
Secretary - Jade Frieberg
Communications Director - Rachel Linck

About Sentry Management

Covered Bridge Plantation is professionally managed by Sentry Management, a national leader in community association management. Sentry provides support with day-to-day operations, financial management, and administrative tasks to help our community run smoothly and efficiently.

Kaitlynn Milton is the designated Community Association Manager for Covered Bridge Plantation. She serves as the main point of contact between homeowners, the Board of Directors, and Sentry Management. While Kaitlynn can be reached at kmilton@sentrymgt.com, we kindly ask that all general questions or HOA-related inquiries be directed to the office email at savannah@sentrymgt.com to ensure the most timely and efficient response.

For help with online portals, payment issues, or account-related questions, please contact Sentry Management's Community Care Team at communitycare@sentrymgt.com or call 1-800-932-6636.

Frequently Asked Questions

How do I pay my HOA dues?

You can see all payment options at www.sentrymgt.com/make-a-payment

How do I submit an ARC request?

Any change to the appearance of your property requires ARC approval. The link to the ARC request form is on your Sentry Homeowners Portal, at the bottom of the homepage. The form will be sent to the architectural review committee for review. Please allow up to 30 days for the committee to review your request. Also, please note that some requests will require a permit from the county.

How do I rent the Clubhouse?

Please email savannah@sentrymgt.com for a copy of the form. Fill out the form and then once completed, email back to the same email. You will receive a response whether your requested date is confirmed or unavailable.

Who do I call to repair my mailbox if it is damaged?

Your mailbox was installed by Richmond Hill Welding and Fabrication (912) 667-7412. You are not required to use this vendor; however, you are required to maintain the original form and colors your mailbox was before the damage occurred.

What day is waste collection?

Trash is every Friday and recycling is every other Friday. Please refer to the calendar in this welcome packet for more details.

Utilities Contacts

Internet & Cable

Planters Communication

Sales: (912) 857-4411

Mon - Fri 8:30am- 4:30pm

Comcast

Sales: (800) 266-2278

Mon - Sat 9:00am - 7:00pm | Sun 12:00pm - 5:00pm

DIRECTV

Sales: (800) 531-5000

24 hours/7 days a week

Dish Network

Sales: (800) 333-3474

24 hours/7 days a week

Electric

Georgia Power

Customer Service: (888) 660-5890

Mon- Fri 7:00am - 7:00pm

Water & Sewer

Effingham County

Finance Department: (912) 754-8012

Mon - Fri 8:30am - 5:00pm

Trash

Atlantic Waste

Customer Service: (912) 964-2000

Mon - Fri 7:00am - 5:00pm | Sat 8:00am - 12:00pm

Mail

Guyton Post Office

Phone number: (912) 772-6456

Mon - Fri 8:30am - 4:30pm | Sat 9:00am - 12:00pm

Contact the Guyton Post Office for mailbox keys

Public Schools Information

Marlow Elementary

5160 Georgia 17

Guyton, GA 31312

<https://mes.effinghamschools.com>

Front Office (912) 728-3262

School Hours Mon - Fri 7:35am - 2:35pm

South Effingham Middle School

1200 Noel C. Conaway Road

Guyton, GA 31322

<https://sems.effinghamschools.com/>

Front Office (912) 728-7500

School Hours Mon - Fri 8:20am - 3:50pm

South Effingham High School

1220 Noel C. Conaway Road

Guyton, GA 31322

<https://sehs.effinghamschools.com/>

Front Office (912) 728-7511

School Hours Mon - Fri 8:20am - 3:50pm

Gate Access Registration

Email completed form to Sentry Management at savannah@sentrymgt.com

Homeowner Name(s): _____

Property Address: _____

Phone Number for Guest Access: _____

Email Address: _____

Current RFID Sticker Numbers: _____

Additional RFID Sticker Numbers: _____

The first 2 RFID stickers are free to new homeowners
Additional vehicle stickers - \$25 each

There is a \$10 charge per sticker for replacement RFID stickers

Payments can be made online via Sentry Portal account or a physical payment can be made with a personal check or money order delivered to Sentry's Savannah office.

For assistance with portal registration, email communitycare@sentrymgt.com.

For physical payments, deliver to Sentry at the address below. Include the property address on memo line, and make payable to Covered Bridge HOA.

**Sentry Management, Inc.
C/O Covered Bridge HOA
101 W. Mulberry St. Ste. 225
Savannah, GA 31407**

Note: only association members can use RFID stickers for community access

GUEST/DELIVERY CALL BOX OPERATING INSTRUCTIONS

- **By Scrolling** - Locate homeowner name in the directory (some are by address) – Press “CALL” button – Homeowner presses 9 on their phone & the gate will open.
- **With a 3-Digit Call Box Number** - Enter homeowner's 3 digit code into the call box for an immediate call to the homeowner – Homeowner presses 9 on their phone & the gate will open.

Covered Bridge gate phone number: 912-728-4577



Effingham County Solid Waste & Recycling 2026 Schedule

GARBAGE AND RECYCLING COLLECTION DAY

FRIDAY

GARBAGE COLLECTION - Green Lid Cart

Garbage collection of "landfill only waste" will be picked up once per week in the green lid cart.

Acceptable waste shall include:

- Non-hazardous household and commercial refuse (i.e. food scraps, glass bottles, etc.)

Items that are NOT allowed:

- CONSTRUCTION AND DEMOLITION WASTE
- Hazardous Waste Materials (radioactive waste, extreme acidic or basic chemicals, large liquids waste of 5 gallons more)
- WET paint
- Tires and medical waste greater than 2 pounds per week



RECYCLING - Yellow Lid Cart

Loose and unbagged recyclables will be picked up once every other week in the yellow lid cart.

Acceptable recyclables shall include:

Plastics #1 and #2 • Paper
Cardboard • Metal Cans
Aluminum Cans (beverage, etc.) • Clean Pizza Boxes
Aseptic Packaging

Items that are NOT accepted:

- Glass (bottles, windows, mirrors) • Plastics #3,4,5,6,7
- Aerosol Cans • Aluminum Foil
- Styrofoam • Wax Boxes • Food Waste • Food-tainted Items (used paper plates, paper towels, paper napkins, food boxes)
- Ceramics Kitchenware • Plastic Toys or Sporting Goods
- Wood • Packing Peanuts and Bubble Wrap • Plastic Wrap
- Hazardous Chemicals and Containers • Yard Clippings



YARD WASTE

Yard waste shall be grass trimmings, mulch, leaves and tree limbs. PUT IN GREEN CART ONLY.

Tree limbs and Yard trimmings need to be kept separate from recyclables by residential generators. Yard waste will be picked up in GREEN cart only and not outside of the cart.

**125 B Pine Meadow Drive | Pooler, GA 31322
912.964.2000 | www.atlanticwaste.com**

Effingham County Solid Waste – 754.4668 ext 0

GREEN

JANUARY

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
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FEBRUARY

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MARCH

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APRIL

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31						

JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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GARBAGE AND YARD WASTE

GARBAGE, RECYCLING, AND YARD WASTE

COMPANY HOLIDAY

Atlantic Waste only observes New Year's Day, Thanksgiving and Christmas

Covered Bridge Plantation

Governing Documents

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STATE OF GEORGIA, COUNTY OF EFFINGHAM

BOOK PAGE
FILED FOR RECORD
01758 BOOK
0389

THIS DECLARATION OF PROTECTIVE COVENANTS IS FOR COVERED BRIDGE,
MADE THIS 26TH DAY OF APRIL, 2007, BY GREGG HOWZE, INC. AND IT'S 2008 MAY 30 AM 10:26
STOCKHOLDERS.

WITNESSETH:

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

WHEREAS, THE PARTY OF THIS DECLARATION IS THE OWNER OF THE
SUBDIVISION KNOWN AS COVERED BRIDGE BEING A SUBDIVISION OF LOTS,
TRACTS, OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M.
DISTRICT, OF EFFINGHAM COUNTY, GEORGIA, AND BEING MORE ACCURATELY
DESCRIBED ON A PLAT DATED 2/21/07 BY ADOLF N. MICHELIS, REGISTERED LAND
SURVEYOR, AND RECORDED IN THE OFFICE OF THE SUPERIOR COURT OF
EFFINGHAM COUNTY, GEORGIA, PLAT CABINET C, PAGE NUMBER 161-C, TO
WHICH EXPRESS REFERENCE IS HEREBY MADE.

WHEREAS, IT IS IN THE BEST INTEREST, BENEFIT, AND ADVANTAGE OF
GREGG HOWZE, INC. IT'S STOCKHOLDERS, AND TO EACH AND EVERY PERSON
WHO SHALL HEREAFTER PURCHASE ANY LOT IN SAID SUBDIVISION THA CERTAIN
PROTECTIVE COVENANTS GOVERNING AND REGULATING THE USE AND
OCCUPANCY OF SAID LOT, 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 GREGG HOWZE, INC., IT'S
STOCKHOLDERS, AND EACH AND EVERY SUBSEQUENT OWNER OF ANY OF THE
LOTS IN SAID SUBDIVISION, THE OWNER DOES HEREBY SET UP, ESTABLISH,
PROMULGATE, AND DECLARE THE FOLLOWING PROTECTIVE COVENANTS TO
APPLY TO ALL SAID LOTS AND ALL PERSONS OWNING SAID LOTS. THEREAFTER;
THESE PROTECTIVE COVENANTS SHALL BECOME AFFECTIVE IMMEDIATELY AND
RUN WITH THE LAND AND SHALL BE BINDING ON ALL PERSONS CLAIMING UNDER
AND THROUGH SAID OWNER FOR A PERIOD OF TWENTY (20) YEARS FROM THE
DATE THESE COVENANTS ARE RECORDED AFTER WHICH TIME SAID COVENANTS
SHALL BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS.

COVENANT VIOLATIONS:

Enforcement of the covenants or restrictions shall be by any
proceeding at law or in equity against any person or persons violating or
attempting to violate any covenant, such action may be either to restrain

violation or to recover damages, or against the land, to enforce any lien to cover costs of correction to adhere to the covenants. Failure by the developer or any owner to enforce any covenants herein contained in the event shall not be deemed a waiver of right to do so hereafter. The developer will require a performance deposit in the amount of two thousand dollars (\$2,000.00). The deposit is to assure that these covenants are followed during the clearing and construction phase. Any cost of correcting a violation can be charged to this deposit. The deposit less any violation charges will be refunded promptly after the Certificate of Occupancy is issued. If the performance deposit is depleted due to covenant violations, then any balances or cost of future violations may become a lien on the property. The developer may also withhold approval for the county Certificate of Occupancy until all violations are corrected. In addition, violations that occur after the Certificate of Occupancy is issued may result in suspension of use of the amenities until the violations are corrected.

LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. Each lot shall be designated as a residential building lot. Only one detached single family dwelling unit shall be erected on any lot.

MINIMUM LIVING AREA:

The minimum square footage of living area is 2,300 square feet. The term minimum living area does not include porches, garages, or other non-living areas. All plans are subject to Developer's Approval.

BUILDING QUALITY:

It is the intention and purpose of these covenants to insure that all dwellings shall be of quality design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and other dwellings in the development. All dwellings shall be constructed in accordance with building codes and these covenants.

MINIMUM GARAGE AREA:

A two-car garage is required with a minimum of 400 square feet. Side entry or courtyard entry is required unless a variance is granted by the Developer. A variance will only be granted in rare cases usually in order to save

a desirable tree. All garage openings must have operable doors and be fully enclosed. No carports will be allowed.

OUTBUILDINGS:

There shall be no more than two out buildings per lot. The construction must be of like materials and design as the house. The building must meet all setback requirements. All out buildings must be located in the rear of the house. A minimum 200 square footage is required if an out building is desired. Buildings in excess of 1000 square feet must have additional approval by Developer.

BUILDING DESIGN:

- *All roofs must have a minimum of an 8/12 pitch.
- *A minimum floor elevation of 20 inches above final grade is required.
- *Roof overhang must be at least 16 inches from finished wall to fascia.
- *Each dwelling must have a minimum of 8 inches of exterior wall above each window.
- *It is desirable for front and side windows to have shutters.
- *Each house must provide wiring in front by street right of way for required lamp post.
- *Vent stacks should be concealed from view and painted black.
- *Fireplace chimneys above roof must be enclosed in a chase and the stack cannot extend more than 18 inches above chase.
- *Vinyl gables must be separated by an eyebrow.
- *All front doors should be solid core raised panel. Leaded glass/wood combinations with side lights are preferable.
- *All garage doors are to be raised panel and insulated.

BUILDING MATERIALS:

BOOK PAGE

All exterior finishes must be brick, hardy board, stone, hard coat
stucco, or natural wood siding. Vinyl siding and colored aluminum ~~can only be~~ 0392
used on the fascia, soffit and cornice.

All shingles must be architectural grade. Colors should be charcoal
gray, black, weathered wood, or similar darker colors. Only stand and seam
metal roofs with concealed fasteners are allowed.

All gutters, downspouts, vents, flashing, and chimney caps must
blend with roof/house colors.

BUILDING SITE:

A house plan (non-returnable) will be provided to the developer
before any clearing is started or permits applied for. A one week review period
will be necessary for approval. Also, house corners should be temporarily
flagged on said lot to determine what trees need to be removed. It is the desire
of the developer that every effort be made to preserve large trees unless
unavoidable. Only trees deemed necessary be removed for construction. And,
no trees should be removed until plan approval is complete.

LOT CLEARING:

Lot clearing should not start until after plan approval. There shall be
no burning of clearing debris onsite. All clearing debris must be hauled off site.
There shall be no moving of debris to another lot. Any violation of lot clearing
policy will result in a charge against the performance deposit and or a lien
against the lot for the purpose of correcting the violation. Clearing contractors
must be approved by the Developer. All loading of debris should be done out
of the roadway.

CONSTRUCTION PERIOD:

All construction projects should not exceed 1 year from issuance of
building permit to completion. It is the owner's responsibility to make sure the
building site is kept clean throughout the building period. If necessary the
Developer will hire the site to be cleaned and deduct the fee from the
performance deposit.

LANDSCAPING:

All front yards must have an irrigation system. Sod must be applied from the rear of house to the road. Sod must be placed all the way to the pavement's edge and from property line to property line on the sides. Corner lot owners must extend sod to pavement on all property facing roadway. All right of way areas between lots and roadways must be landscaped and maintained by the lot owner. Natural areas may be incorporated in the landscaping. However, no natural areas may be in the right of way areas.

A minimum of 40 (3) gallon plants must be used in the front yard landscaping. A landscaping plan from a quality nursery may help to achieve a desirable and long-lasting result.

DRIVeways:

Driveways will be a minimum of four (4) inches thick concrete or one inch thick asphalt with a four (4) inch rock base. A minimum width of ten (10) feet is required. Driveways must connect to roadway. Curves and rounded corners are desired to add character to driveways. A brick or paver walkway is required in driveway where sidewalk crosses.

FENCES:

Fences are to be made of brick, stucco, or masonry, finished metal, or vinyl. No fence will be allowed from the rear of the house forward to the street. Chain link fences are not allowed. No fences higher than seven (7) feet are allowed.

MAILBOXES:

All mailboxes will be uniform wrought iron and will be provided by the Developer at cost. Mailboxes will be purchased at closing and will be installed by Steel Craftsmen of Rincon, GA. Phone number: 658-3284

LAMP POST LIGHT:

All lamp posts will be uniform wrought iron and will be provided by the Developer at cost. It is the responsibility of the lot owner to provide the wiring to be stubbed up at the property line to the immediate right of the front door and to install said lamplight. Lamppost will be installed by Steel Craftsmen, (658-3284).

SIDEWALKS:

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Sidewalks are the responsibility of each lot owner and should be installed when driveways are installed. Sidewalks are to be concrete four (4) feet in width by four (4) inches thick. They are to be installed eighteen (18) inches from the curbing from property line to property line. Where sidewalks cross the driveway, Pavers or bricks are to be professionally installed.

ANTENNAS, SATELLITE DISHES:

Satellite dishes and antennas must be located in the rear of the house. Satellite dishes attached to the building must be located on the rear of the residence at least fifteen (15) feet from any side wall. Only satellite dishes smaller than four (4) feet are allowed. No towers or large poles are allowed.

AIR CONDITIONING UNITS:

Central air conditioning units are required and must be concealed from street view with landscaping or fencing. No window units are allowed.

PORCHES:

Porches cannot be used as storage areas. Only porch-type furniture of complimenting colors should be used.

ANIMALS:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs (limited to two) or cats (limited to two) provided they are not kept, bred or maintained for commercial purposes. Animals shall be kept to prevent roaming on any other property. There shall be no pens visible from the street.

HOME BUSINESSES:

No business shall be conducted out of a home unless it meets all county requirements and does not disrupt the neighborhood. Beauty shops are not allowed. No large truck traffic is allowed to serve a business.

VEHICLES:

There shall be no vehicles kept on the lot that are non-operational. There shall be no vehicles kept that are not registered having a current tag. There shall be no vehicles kept outdoors with a cover or tarp. There shall be no parking of large trucks unless it is temporary in nature and non-reoccurring. Four

wheelers, go-carts or off road motor cycles are not to be ridden in the front yards or in the right-of-ways. All public road way laws will be observed. Golf cart policies will adhere to the laws of Effingham County and the State of Georgia. Any vehicle driven in the subdivision should be properly insured in case of an accident. The Developer takes no responsibility for any accidents occurring on roadways or common areas.

COMMUNITY MAINTENANCE FEE:

There shall be a community maintenance fee in the amount of \$600.00 per year. The fee is due at closing and will be prorated. Fee is due on Jan 1st of each year. The fee is to cover the cost of managing, upkeep, and utilities for the amenity areas along with roadways, and landscaping throughout the subdivision. A late fee will be charged in the amount of \$30.00 for payments paid after Jan. 15th. Any fee that goes unpaid after 30 days will be charged seven (7) percent interest along with all legal costs associated with collection. This fee, interest, and legal costs may be placed as a lien on said lot (until paid). In addition, all use of amenities by the lot owner can be suspended until payment in full is received.

CHANGES TO COVENANTS:

It may be necessary from time to time to clarify or change portions of the covenants. The purpose of these changes will be to maintain or enhance property values, or to deal with unforeseen issues. The changes will be at the sole discretion of the Developer or his appointee. Any change will in no way limit the enforcement of any other part of these covenants.

CHOICE OF CONTRACTORS:

Lot owners may choose their own contractors. However, if a contractor has built previously in Covered Bridge having had violations, the developer reserves the right to exclude that contractor from building in Covered Bridge Plantation.

Suzanne Caldwell
Witness

Alvin J. Morris
Notary

W Gregg Howze
W G H

Notary Public, Effingham County, Georgia
My Commission Expires August 27, 2010

DDC # 000821
FILED IN OFFICE
2/4/2015 02:05 PM
BK: 2277 PG: 144-158
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR
COURT
EFFINGHAM COUNTY

COVERED BRIDGE ASSOCIATION, LLC

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR COVERED BRIDGE
ASSOCIATION, LLC
(Previously recorded DB 01759 Page 0389)

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS made as of the 29th day of January, 2015 by COVERED BRIDGE ASSOCAITON, LLC a Georgia Corporation having its principal office in Tattnall County (hereinafter referred to as "Declarant"), for GREGG HOWZE, INC. pursuant to a Plat, dated February 21, 2007, prepared by Adolf N. Michelis, registered land surveyor, and recorded in the office of the Superior Court of Effingham County, Georgia, Plat Cabinet C, Page Number 161-C (hereinafter collectively referred to as the "Plat".)

WHEREAS, the Declarant desires to amend the Protective Covenants of Covered Bridge Association, LLC, made April 26, 2007 and recorded in the public Records of Effingham County Deed Book 01759-page-0389 and recorded on May 30, 2008, and to form the Home Owners Association of Covered Bridge Subdivision to be known as Covered Bridge Association, LLC. Therefore for the benefit of both Declarant and all property owners in Covered Bridge Subdivision these covenants shall be amended as follows and shall run in perpetuity with the land and be binding on all owners and successor owners.

ARTICLE I.

1. Every person who is the fee simple owner of a Lot which is within the Development shall be deemed a Member of the Association. Membership shall be appurtenant to and not separated from the ownership of the Lot and ownership of a Lot shall be the sole qualification for membership. The Association and its Members shall be subject to the governing Bylaws of the Association.

2. Only Members who are current on all assessments due the Association hereunder shall be entitled to voice opinions and cast votes on any or all matters pertaining to the Association, including, but not limited to, the election of members of the Board of Directors, amending this Declaration, the Articles of Incorporation and By-laws of the Association, and any or all other matters which may be brought before the Association membership, except as otherwise provided in this Declaration.

3. Each Voting Member of the Association shall be entitled to one vote per Lot owned by that member, as more particularly provided in the Association Bylaws.

(a) Voting Rights. There shall be one vote per lot in the association. Provided that until the Developer has sold ninety percent (90%) of the lots in Phase I of Covered Bridge Subdivision, the Declarant shall have a Special Voting Membership by which it shall be entitled to the same number of votes, as are collectively held by all of the members of the association plus one. This special voting

membership shall cease after ninety percent of all of the lots in the development of Phase I Covered Bridge Subdivision have been sold by Declarant.

(b) Transfer of Membership. Transfer of membership held by any owner of any lot or parcel shall be accomplished automatically upon the sale or encumbrance of such lot and then only the purchaser or holder of record of said lot shall be a member. Any attempt to make a prohibited transfer shall be void and will not be reflected upon the books or records of the Association.

4. The procedures and governing principles of the Association shall be provided in the Association's Bylaws, which may supplement or explain, but shall not vary from, the provisions in Article V of these declarations.

5. The Association shall have the right to create a budget and to determine annual and special assessments to be levied against each Lot owner within the Development, as prescribed with more particularity in the Association's Bylaws.

ARTICLE II.

COVENANTS FOR ASSESSMENTS

6. The Owner of each Lot within the Development, hereby covenants, and each Owners 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, representatives, successors and assigns, to pay the Association:

(a) Annual Assessments; and

(b) Special Assessments for Capital Improvements (the "Annual Assessments" and "Special Assessments for Capital Improvements" collectively referenced to as the "Assessments").

7. Assessments shall be fixed, established and collected as hereinafter provided and all 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, late fees, costs and attorney's fees, shall be personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall pass to his successors in title.

8. The Annual Assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the property owners of the Development for purposes beneficial for the property owners of the Developer which shall include, but not be limited to:

- (a) The maintenance and repair of any sign or signs located at the entrance or entrances to the residential area of the Development;
- (b) The operation, maintenance of and payment of all utility bills for all community property within the Development;
- (c) Landscaping (including, but not limited to grass cutting): (i) at the entrance(s) and) on all roads, right of ways, easements or Common Areas within the Development, including the Club House area.
- (d) The operation, repair and maintenance of an irrigation system at the entrance(s) or in any Common Areas and the payment of all utility bills for the operation of such irrigation systems;
- (e) The payment of all taxes of any nature due by the Association;
- (f) The payment of premiums for any general liability insurance, directors liability insurance or other insurance obtained by the Association;
- (g) The payment of all operating expenses of the Association, including, but not limited to: management fees, postage expenses, office supplies, accounting fees, legal fees, office staff, office equipment and rent;
- (h) The maintenance and repair of any drainage or utility easements and Common areas within the Development;
- (i) The maintenance and repair of all Private Roads and right of ways within the Development;
- (j) The maintenance and improvement of the Gate House; and
- (k) The maintenance and improvement of the Club House and the surrounding property including but not limited to the parking lot, and any lots owned by the Association.

9. The Annual Assessment of \$600.00 per lot per as shown on the original plat of Covered Bridge Subdivision shall be payable annually and the maximum amount of the following year's Annual Assessment shall be determined by the Voting members of the Association at the Annual meeting.

- (a) No combination of lots shall entitle any residents to reduce the annual assessment due on the lots purchased.

(b) Members will also vote at the Annual Meeting on the following year's budget. The Board shall make recommendations as to the Annual Assessment and the annual budget of the Association.

10. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement situated within the Development, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments will be collected on an annual bases as determined by the Board of Directors.

11. Written Notice of any meeting of the Association called for the purpose of taking any action authorized under Sections 9 and 10 shall be sent to all Voting Members at least 30 days in advance of the meeting. The presence at the meeting of Voting Members or of proxies, entitled to cast fifty-one (51%) percent of all the votes of the Association shall constitute a quorum. Another meeting may be called subject to the same notice requirement.

12. Date of Commencement of Assessments:

(a) All Assessments provided for herein shall commence as to any Lot upon the conveyance of a Lot. The amount of Assessments due shall be computed according to the number of days remaining in the fiscal year applicable to such Assessment. Thereafter, dues and assessments will be made by the Lot owner as of January 1 of each year or at such time as may be established by the Board.

(b) At least thirty (30) days in advance of the due date of each Assessment, Members will receive a written notification.

(c) The Association, upon demand, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments due on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

13. Any Assessments not paid within thirty (30) days after its due date shall be subject to a late fee of \$30.00 per Lot, per annum for each year the assessment remains unpaid. Unpaid assessments and late fees shall thereupon become a continuing lien upon the Lot against which such Assessment was made, and shall bind such owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against that person personally obligated to pay the same, or foreclose the lien against the Lot in like manner as a deed to secure debt and, in either event, interest, late fees and costs of collection including reasonable attorney's fees and court cost shall be added to the amount of such Assessment. The Association may commence legal action or exercise remedies after sixty days following the due date of the annual assessment or special assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments

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 and the Association shall be entitled to the appointment of a receiver to collect the same. No Owners may waive or otherwise escape liability for the Assessments provided herein by abandonment of his Lot.

14. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed to secure debt conveying the Lot subject to Assessments, and the lien of any ad valorem taxes on the Lot. Sale or transfer of a Lot shall not affect the Assessments lien thereon. However, the sale or transfer of a Lot pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments, which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

15. The Association may bid for the lot or lots at the foreclosure sale and acquire, hold, lease, mortgage, or convey the lot or lots. While a lot is owned by the Association following the foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

16. Sale or transfer of any lot or lots shall not affect the assessment lien or relieve such lots from the lien for any subsequent assessments. However, the sale or transfer of any lot pursuant to foreclosure of the first mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure. The subsequent owner to the foreclosed lot shall not be personally liable for assessments on such lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from all members of the Association.

17. Notwithstanding anything contained herein the contrary, the Association shall be paid upon the conveyance of a Lot the prorated balance of any Assessments due for the fiscal year in which the closing occurs.

18. Except as limited herein, the Association shall have the right to borrow money in such amounts, and only for such purposes and on such terms, as determined by the Voting Members of the Association.

ARTICLE III.

PRIVATE ROADS

19. The entrance road and the roads shown on the Development Plats are Private Roads. The Association has the right to construct security gates for the purpose of restricting ingress and egress to any and all portions of the Development as outlined in this article.

20. Every member of the Association shall have the right and non-exclusive easement of use, and enjoyment in and to, over and across any Private Roads within the Development for the purpose of ingress and egress from the Development to public right of ways and streets.

21. The Association shall have the sole responsibility of maintaining all Private Roads owned by the Association. The Association shall maintain an escrow account for road maintenance. A percentage of the construction application will be deposited in the road maintenance account.

ARTICLE IV.

SUBMISSION TO GEORGIA PROPERTY OWNERS ASSOCIATION ACT

22. The Association and the Voting Members approving this Amendment hereby, affirmatively elect to submit the Development to the provisions and benefits of the Georgia Property Owners' Association Act, O.C.G.A'44-3-220, et.seq.

ARTICLE V.

ARCHITECTURAL CONTROL COMMITTEE

23. The Architectural Control Committee shall be appointed by the Developer, Successor Developer who being majority owner by voting rights until such time as control of the Architectural committee is relinquished by Covered Bridge Subdivision.

24. Within 10 days of receipt of notice of the developer's relinquishment of control of the Architectural Control Committee, the Homeowners Association shall elect a new committee. The Architectural Control Committee elected by the board of directors of the Homeowners Association.

25. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be or not be in writing. The Architectural Control Committee may in its absolute discretion, reject any plan which is not suitable or desirable for any reason including aesthetic reasons. In approving or passing upon such plans and specifications, the Architectural Control Committee shall have the absolute and discretionary right to take into consideration the suitability of the proposed building the material from which it is be constructed, the lot upon which it is proposed to be erected, the harmony thereof with the surrounding properties and the effect of the building upon the surrounding properties as planned and taking into consideration the outlook from the adjacent or neighboring properties. Approval or disapproval shall be given by the Architectural Control Committee within 31 days from the time application for approval is made.

ARTICLE VI.

RIGHT TO AMEND

26. The Declarant reserves the exclusive and unilateral right to amend or add to the restrictions, conditions, and limitations to be incorporated into deeds or contracts for deeds for any and all lots in said Subdivision; provided that any such amendment shall be in conformity with the general purpose of the Declaration and restrictions, conditions and limitations herein contained. The recording of an amendment or supplementary declaration shall be notice to all lot owners in the Subdivision or to any addition, extension or enlargement thereof to this Declaration.

27. The Declarant reserves for its self, it successors and/or assigns, the right to extend said Subdivision or make future additions to said Subdivision to any adjacent or contiguous property now owned or hereafter acquired by the "Declarant", its successors and/or assigns and to alter any unsold lot as shown upon the plat or any portion thereof.

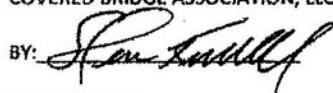
28. The rights and privileges reserved and set forth herein shall ensure to the benefit of the Declarant and to the respective successors and assigns of the Declarant.

29. The Declarant, for itself and for its successors and assigns, makes no representation or warranty as to the operation, management or use by any purchaser of any lot in said Subdivision nor to any future use of any other portion of the property of the Declarant.

30. The Declarant makes no representation as to the future use, ownership or operation of any of the surrounding or adjacent properties nor as to any facilities or amenities with respect to the property.

IN WITNESS WHEREOF, the Association has hereunto executed this document, on the
29th day of January 2015.

COVERED BRIDGE ASSOCIATION, LLC

BY: 

ITS: PRESIDENT _____

Signed, sealed and delivered in
The presence of:


Linda L. Bailey
Notary Public, Franklin County
My commission expires 7-16-18

UNOFFICIAL WITNESS Karen Gibbs

Signed, sealed and delivered in
The presence of:

BY: Christie McCall
ITS: SECRETARY

Christie McCall

Notary Public, Tattnall County

My commission expires 7-16-18

UNOFFICIAL WITNESS

Racée Gibbons

DDC # 005513
FILED IN OFFICE
6/28/2016 10:56 AM
BK:2354 PG:162-164
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR
COURT
EFFINGHAM COUNTY

Return to: B. Jay Swindell, P.C., Post Office Box 923, Hagan, GA 30429
File # 36-R-14

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR COVERED BRIDGE SUBDIVISION**

**Clerk: Please cross-reference to Deed Book 01759 Pages 0389-0395 and
Deed Book 02277 Pages 0144-0158**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
is made this 11 day of May, 2016, by **SOUTH GEORGIA BANK**, a Georgia
Corporation having its principal office in Tattnall County, Georgia, and
COVERED BRIDGE ASSOCIATION, LLC, a Georgia Corporation having its
principal office in Tattnall County, Georgia (hereinafter referred to jointly as
"Declarant"), and is applicable to real property described in a Plat of "Covered
Bridge Subdivision", dated February 21, 2007, prepared by Adolf N. Mitchells,
registered land surveyor, and recorded in the office of Superior Court of
Effingham County, Georgia, Plat Cabinet C, Page Number 161-C (hereinafter
collectively referred to as the "Plat").

WITNESSETH:

WHEREAS, the Declarant desires to amend the Protective Covenants of
Covered Bridge Subdivision, made April 26, 2007 and recorded in the public
Records of Effingham County Deed Book 01759, pages 0389-0395 and
recorded on May 30, 2008, and as amended on January 29, 2015 and said
amendment recorded in the public Records of Effingham County Deed Book
02277, page number 0144-0158 and recorded on May 30, 2008; and

WHEREAS, Covered Bridge Subdivision was approved as a Subdivision
with Effingham County providing public water supply to all lots. As a result,
the lots were sized to accommodate septic systems only. The lots were not
sized to accommodate wells of any kind; and

WHEREAS, the State of Georgia Public Health Guidelines does not
differentiate between water wells, deep or shallow wells, potable or non-potable
well water, irrigation well water and/or other types of wells; and

1 | Page

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WHEREAS, lot sizes in Covered Bridge Subdivision require certain minimum set-back distances from land boundary line, wells and septic drain fields both within lot lines of the subject lot (where the well is located) and adjacent lots to the subject lot, whether combined with existing wells and septic fields or proposed new wells; and

WHEREAS, in order to ensure that all new wells meet any and all public health guidelines such that the remaining lots remain buildable within Covered Bridge Subdivision, and so that there is no negative impact as to adjacent lots, no new private wells may be drilled or installed within Covered Bridge Subdivision unless the proposed well is:

- a. Approved, in writing, by the Effingham County Public Health Department, and
- b. Approved, in writing, by the Covered Bridge Association, LLC Architectural Review Committee.

NOW THEREFORE, for the benefit of both Declarant and all property owners in Covered Bridge Subdivision, the above referred covenants are hereby amended as set forth herein and shall run in perpetuity with the land and be binding on all owners, their successors and assigns.

IN WITNESS WHEREOF, the Association has hereunto executed this document, on the 11 day of May, 2016.

DECLARANT:

SOUTH GEORGIA BANK

BY: Sam Smitherman
Its President

ATTEST:

BY: Pat Datum
Title VP & CFO

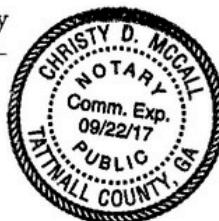


Signed, sealed and delivered in
the presence of:

Disney Qualls

Unofficial Witness

Christy D. McCall
Notary Public of Tattnall County
My Commission Expires: 9/22/17



COVERED BRIDGE ASSOCIATION, LLC

BY: *John K. McCall*
Its President

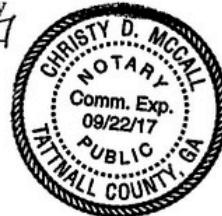
Signed, sealed and delivered in
The presence of:

Desiree Willems

Unofficial Witness

Christy D. McCall

Notary Public of Tattnall County
My Commission Expires: 09/22/17



DDC # 010638
FILED IN OFFICE
12/22/2016 04:49 PM
BK:2382 PG:39-42
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COUR
T
EFFINGHAM COUNTY

STATE OF GEORGIA)
)
)
COUNTY OF EFFINGHAM)

CORRECTION OF AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR COVERED BRIDGE SUBDIVISION

THIS CORRECTION TO DECLARATION OF PROTECTIVE COVENANTS made as of the 20th
day of December, 2016, by COVERED BRIDGE ASSOCIATION, LLC, a Georgia Corporation having
its principal office in Tattnall County (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, South Georgia Bank is the owner of certain property known as Covered
Bridge Subdivision located in Effingham County, Georgia, as more particularly described on
Exhibit A and attached hereto; and

WHEREAS, South Georgia Bank is desirous of selling such property, to include the
undeveloped portion of Covered Bridge Subdivision, sometimes known as Phase II or Holly
Point subdivision, and

WHEREAS, the original developer of Covered Bridge Subdivision has transferred any and
all his rights as Developer/Declarant to South Georgia Bank, together with any and all rights
pertaining to the real property; and

WHEREAS, South Georgia Bank adopted various amendments to the first Protective
Covenants for Covered Bridge Subdivision, said original covenants being recorded in the Office
of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 1759, page 0389,
said amendments being reflected in the Office of the Clerk of the Superior Court of Effingham
County, Georgia in Deed Book 2277, page 144 and in Deed Book 2354, page 162; and

WHEREAS, South Georgia Bank formed Covered Bridge Association, LLC as the entity
responsible for the administration and conduct of matters pertaining to the covenants for
Covered Bridge Subdivision; and

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WHEREAS, South Georgia Bank, for itself and in its' representative capacity as the member/manager of Covered Bridge Association, LLC, said limited liability corporation being deemed the agent for the holder of all developmental rights of South Georgia Bank pertaining to the abovedescribed property; and

NOWTHEREFORE, for and in consideration of mutual benefits to all parties and the landowners of Covered Bridge Subdivision as described on the attached Exhibit A, the following amendments to the Protective Covenants for Covered Bridge Subdivision, Phase I, are hereby adopted, by and through the duly authorized member/manager of Covered Bridge Association, LLC, as agent for South Georgia Bank, and by South Georgia Bank, the holder of all developer/declarant rights under the initial protective covenants.

1. The amendment to the Declaration of Protective Covenants for Covered Bridge Subdivision, Phase I, dated January 29, 2015, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Book 2277, 144-158 are hereby corrected and amended as follows, to wit:

a. ARTICLE II. #17. Notwithstanding anything contained herein to the contrary, the Association shall have no power to assess HOA fees on any lot held owned by Developer/Declarant or its' successors and assigns who hold Developer/Declarant rights by assignment thereof from South Georgia Bank. PROVIDED HOWEVER, upon sale to a third party not holding such rights, the Association shall be paid, upon the conveyance of a Lot, the prorated balance of any Assessment due for the fiscal year in which the closing occurs from the date of closing. Developer/Declarant reserves the right to determine incentives for builders on a case by case basis and to waive the assessment for such builder, such waiver provision not to exceed 12 months.

b. ARTICLE III. #19. The entrance road and the roads shown on the Development Plats are Private Roads for the benefit of the entire Covered Bridge Subdivision as described on Exhibit A and are subject to an easement for the benefit of the undeveloped adjacent property owned by South Georgia Bank, its' successors and/or assigns and property of Shelton D. Hughes. The Association retains the right to construct and maintain security gates for the purpose of restricting ingress and egress provided that such security gates do not violate the provisions of any easements of record or interfere with the development plans for the adjacent property owned by South Georgia Bank or that certain easement agreement with Shelton D. Hughes recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 1858, PAGE 224.

c. ARTICLE IV. #22. Deleted. The article submitting the Association to the Georgia Property Owner's Association Act (44-3-220) is deleted in its' entirety.

d. ARTICLE V. #23. The Architectural Review Committee shall be appointed by the holder of the development rights for Phase 1, Covered Bridge Subdivision, such holder presently being South Georgia Bank, as transferred to its' successors and/or assigns. The holder of Development rights for Phase I and Phase II (sometimes shown as Holly Point Subdivision) shall continue to appoint the Architectural Review Committee until such time as the holder of the Development Rights owns less than 10 lots within Phase 1 of Covered Bridge Subdivision.

All remaining provisions of the AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR COVERED BRIDGE as contained in that certain document, dated January 29, 2015 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 2277, page 144-158 are hereby affirmed and ratified, subject to the rights of Declarant, its' successors and or assigns to amend in conformity with ARTICLE VI of the said Amendment to Declaration of Protective Covenants for Covered Bridge, dated January 29, 2015, recorded aforesaid.

All provisions of the initial Declaration of Protective Covenants, dated April 26, 2007 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Deed Book 1759, page 389, are hereby fully ratified and affirmed with the following changes, to wit:

The property to be governed by the Initial Declaration of Protective Covenants, as amended, is that property shown on Plat Cabinet C, Slides 161-A, 161-B and 161-C.

The Architectural Review Committee shall have the authority, upon inquiry and evidence, to lower the pitch requirements for any building;

Roof overhangs shall be reduced from 16 inches to 10 inches;

Minimum floor elevation shall be reduced from 20 inches to 10 inches;

The Architectural Review Committee is fully authorized to make written variances, after hearing, pertaining to construction of improvements and houses on lots with excessive slope restrictions.

IN WITNESS WHEREOF, the Association has hereunto executed this document after a duly called meeting, on the 20th day of December, 2016.

COVERED BRIDGE ASSOCIATION, LLC

BY: Stan Ken Miller Pres.
ATTEST: Pat Satum VP & COO

Signed this 20th day of December, 2016

In the presence of:

Christy D. McCall
WITNESS
Christy D. McCall
NOTARY PUBLIC



BY: Stan Ken Miller Pres.
ATTEST: Pat Satum VP & COO

Signed this 20th day of December, 2016

In the presence of:

Christy D. McCall
WITNESS
Christy D. McCall
NOTARY PUBLIC



0000# 001652
FILED IN OFFICE
3/4/2019 04:02 PM
BK:2512 PG:603-622
ELIZABETH Z. HURSEY
CLERK OF SUPERIOR COURT
EFFINGHAM COUNTY

The Ratchford Firm
P.O. Box 1039
Springfield, GA 31329

RETURN TO:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:
Deed Book 1759, Page 389,
Deed Book 2277, Page 144,
Deed Book 2354, Page 162,
Deed Book 2382, Page 39,
Effingham County, Georgia records

**THIRD AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR
THE COVERED BRIDGE SUBDIVISION
Effingham County, Georgia**

WHEREAS, Gregg Howze, Inc. ("Howze") owned a certain parcel of land containing 145.05 acres, more or less, as shown on the plat of survey made by Charles W. Tuten, G.R.L.S. # 2345, dated October 8, 2004, and recorded in Plat Book C, Page 60-B1, Effingham County, Georgia (the "Howze Tract");

WHEREAS, Howze recorded the Declaration of Protective Covenants for Covered Bridge in Deed Book 1759, Page 389, et seq., Effingham County, Georgia records, (the "Original Declaration"), subjecting a portion of the Howze Tract, as described on that certain Subdivision Plat of Covered Bridge Subdivision recorded in Plat Book C161, Pages A-C to the Original Declaration;

WHEREAS, Howze conveyed a security interest in the Howze Tract to Suntrust Bank, which security interest was subsequently assigned to South Georgia Bank;

WHEREAS, prior to submitting the remaining portion of the Howze Tract to the Original Declaration, South Georgia Bank foreclosed on the Howze Tract, less and except those Lots that had been previously sold by Howze and released from South Georgia Bank's security interest;

WHEREAS, South Georgia Bank, purportedly acting in its capacity as the successor to Howze's interest in the Howze Tract, formed the Covered Bridge Association, LLC, a Georgia limited liability company, for the purpose of administering the functions of a homeowner's association, including, but not limited to, the maintenance of common areas and enforcement of covenants and restrictions contained in the Original Declaration;

WHEREAS, in conjunction with forming the Covered Bridge Association, LLC, South Georgia Bank, as the sole member of Covered Bridge Association, LLC, recorded an Amendment to the Declaration of Protective Covenants for Covered Bridge Association, LLC, in Deed Book 2277, Page 144, Effingham County, Georgia records (the "First Amendment");

WHEREAS, South Georgia Bank and Covered Bridge Association, LLC, by and through South Georgia Bank as its sole member, recorded a Second Amendment to the Declaration of Protective Covenants for Covered Bridge Subdivision in Deed Book 2354, Page 162, Effingham County, Georgia records (the "Second Amendment");

WHEREAS, South Georgia Bank, as the sole member of Covered Bridge Association, LLC, filed that certain Correction of Amendment to Declaration of Protective Covenants for Covered Bridge Subdivision in Deed Book 2382, Page 39, Effingham County, Georgia records (the "Corrective Amendment," which collectively with the Original Declaration, First Amendment, and Second Amendment, are hereinafter referred to as the "Declarations");

WHEREAS, on December 8, 2016, to the extent it retained any Declarant Rights, Howze quit claimed any and all rights it had as Developer/Declarant to South Georgia Bank as evidenced by the quitclaim deed recorded on December 21, 2016, and at Deed Book 2282, Page 37, Effingham County, Georgia records;

WHEREAS, on December 21, 2016, South Georgia Bank conveyed the Howze Tract, less and except any Lots that had been previously conveyed, to BGN Investments, LLC ("BGN" or "Declarant");

WHEREAS, contemporaneously with the conveyance of the Howze Tract, South Georgia Bank assigned any rights, interests, powers, privileges, immunities, reservations, easements, obligations and exemptions it retained as Declarant (the "Declarant Rights") under the Declarations to BGN;

WHEREAS, BGN is the Declarant and, pursuant to the Declarations, BGN may amend the Declarations in its sole discretion for the purpose of enhancing property values and dealing with unforeseen issues;

WHEREAS, BGN desires to amend the Declarations for the purpose of enhancing property values, said amendments being in conformity with the general purpose of the restrictions, conditions, and limitations contained in the Original Declaration, and for the purpose of submitting the remaining portion of the Howze Tract to the restrictions, conditions, and limitations contained in the Declarations, as amended herein.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, the recitals listed above, and the benefits derived by the Members of the Association, BGN, as Declarant, hereby amends and supplements the Declarations as follows:

1. Any reference to "Covered Bridge Association, LLC," as the Association, as that term is defined in the Declarations, is deleted, and the phrase "Homeowners Association of Covered Bridge, Inc." is inserted in its place. The purpose of this provision is to eliminate confusion as to the entity vested with the authority to administer the responsibilities set forth in the Declarations. The entity vested with said authority shall be from hence forth the Homeowners Association of Covered Bridge, Inc., a Georgia non-profit corporation (the "Association").
2. Declarant ratifies, confirms, and reaffirms the covenants, restrictions, and easements set forth in the Declarations, subject to the terms and conditions contained herein.
3. Article I of the First Amendment is deleted in its entirety, and the following inserted in its place:

"Article I.

1. Purpose and Intent: By recording this Declaration, the Association intends to enhance and protect the value, desirability, and attractiveness of the subdivision known as Covered Bridge. This Declaration provides for Covered Bridge's administration, maintenance, and preservation.

2. Submitted Property: All property described in Exhibit "A" shall be owned, conveyed, and used subject to all the provisions of this Declaration, which shall run with the title to such property. Exhibit "A" includes all property previously submitted to the Original Declaration, and known and referred to as Phase 1 of Covered Bridge Subdivision, as shown on that certain plat recorded in Plat Book C-161, Pages A-C, Effingham County, Georgia records ("Phase 1"), as well as additional property being submitted in accordance with the Original Declaration, known and referred to as Phase 2 of Covered Bridge Subdivision (a/k/a

Holly Pointe Subdivision), as shown on that certain plat recorded in Plat Book C60, Page B1, less and except any portion of Phase 1 ("Phase 2").

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

4. Voting: Members shall have one equal vote for each Lot in which they hold the interest required for membership under Article I, Section 3. No vote shall be exercised for any Lot which is exempt from assessment under Article II, Section 12(a) or for any Lot that is delinquent in the payment of Assessments or is in violation of the Declaration or By-Laws, and said disqualified Lots shall not count towards the total number of Lots in determining the necessary Lots to achieve a quorum. In any situation where there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

5. Enforcement: The Board of Directors shall have the ability to impose reasonable monetary fines for violations of the Declarations or Bylaws, or of rules and regulations passed by the Board of Directors, after providing written notice of the violation to the Owner and/or violator and the amount of the potential fine.

Prior to imposing fines and/or suspending membership rights, as set forth herein, the written notice shall notify the Owner and/or violator of the right to request a hearing before the Board of Directors. The Owner and/or violator must request a hearing within ten (10) days of the date of the written notice. If a hearing is requested, the Board of Directors shall take reasonable efforts to schedule a hearing as soon as possible, and any fines or suspension of membership shall be stayed pending the hearing. The hearing requirement is not necessary to suspend membership rights for Owners who owe Assessments, for continuing violations, or for a violation that occurs within twelve (12) months of receiving a violation notice.

Fines shall be imposed in the same manner as assessments set forth hereinbelow, and shall be a lien on the Lot, and the personal obligation of the Owner, and a joint and several obligation of the violator to the extent the violator and Owner are not the same person. The Declarant and Qualified Builders shall be subject to reasonable fines if, and only if, the Declarant consents to and/or agrees to the fine in writing.

Subject to the limitations contained herein, the Association, and the Architectural Control Committee, where applicable, shall be empowered to enforce the covenants, restrictions, and limitations, including, but not limited to, the design standards, promulgated in the Declarations.

Any reference in the Declaration to a performance deposit paid to the developer shall be deleted and, in no event, may a deposit be demanded or required of a Qualified Builder or Declarant by the Association.”

4. Article II, Section 9 of the First Amendment is deleted and the following inserted in its place:

“The annual assessment shall be established by the Board of Directors based on the total anticipated expenditures plus funding for the capital reserve account, divided by the total number of non-exempt Lots. The Board of Directors shall prepare and circulate an annual budget prior to the annual meeting of the Association. The Members have the right to disapprove the annual budget by a majority vote of the total Association vote. Should the Board of Directors fail to establish a budget, or if the budget is disapproved, then the preceding year’s budget shall remain in effect until such time as the Board of Directors adopts a new budget”

5. Article II, Section 18 of the First Amendment is deleted and the following inserted in its place:

“The Association shall have the right to borrow money subject to the approval of a simple majority of the Voting Members, present in person or by proxy, at a meeting called for the specific purpose of approving said loan. The loan shall be only on the terms and for the purpose(s) specified in the meeting notice. The presence at the meeting of Voting Members, in person or by proxy, entitled to cast fifty-one (51%) percent of all the votes of the Association shall constitute a quorum for such a meeting to approve a loan.”

6. Article II, Section 12(a) of the First Amendment shall be amended to add the following:

“(a) All Assessments provided for herein shall commence as to any Lot upon the conveyance of a Lot from the Declarant/Developer to a third party who is not a Qualified Builder. Lots owned by the Declarant are exempt from the requirement to pay assessments until the Lot is either conveyed by Declarant to a party other than a Qualified Builder, or a Certificate of Occupancy is issued for the Lot. The Declarant may also establish a list of Qualified Builders, who shall be licensed and insured general contractors who purchase a Lot for the purpose of building a single family residence within Covered Bridge Subdivision. Qualified Builders shall be exempt from the payment of assessments for a period of twelve (12) months from the conveyance from Declarant to the Qualified Builder.”

7. Article V, Section 23 of the First Amendment, as amended by subsection “d” of the Corrective Amendment, shall be deleted and the following inserted in its place:

“No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing or trees or change of property grade be made until plans or specifications showing the nature, kind, shape, height, materials, location, and grade of the same have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Control Committee (“ACC” or “Committee”), subject to those Owners who are exempt as set forth hereinbelow.

In carrying out such function, the ACC shall prepare community standards for architectural control guidelines for adequacy and application; shall monitor member compliance with the standards and guidelines and provide resolution/enforcement recommendations to the Board; and shall carry out additional duties as assigned by the Board. In carrying out its duties and responsibilities as aforesaid, the ACC shall appoint one of its members as Chairperson who shall convene meetings of the Committee, as required, to carry out the business of the ACC. Said Chairperson shall maintain a record of Committee meetings in the form of minutes; maintain a written record of all architectural change requests for use by the Committee; shall inform the Board, as required, of any matters within the realm of the Committee's responsibilities which need immediate attention; and, shall carry out such additional duties as assigned by the Board. A written report shall be submitted to the Board, as required, to keep the Board informed of changes, developments, and the Committee's activities. A decision of one Committee may not necessarily be binding on a subsequent Committee, so long as the decision of any Committee is reasonable in light of all circumstances in existence at the time of the decision, and said decision is not made arbitrarily, capriciously, or in bad faith.

Notwithstanding anything herein to the contrary, the ACC shall be appointed by the Board of Directors and shall consist of three (3) individuals. To be on the ACC, the individual must either be a Member of the Association or a licensed design professional. Notwithstanding anything herein to the contrary, if the Board of Directors does not appoint an ACC, then the Board shall serve as ACC. Any Lot or Property owned by the Declarant or a Qualified Builder **shall not** be subject to ACC approval, but shall conform to the design standards set forth in the Declarations, as may be amended from time to time. Notwithstanding the foregoing, the following design standards are removed or amended as to only Phase II:

- (a) Wiring for lamp post by street right of way is not required and installation of lamp posts is not required.
- (b) Garage doors must be raised panel, but insulation is not required.
- (c) Brick or paver walkway in driveway where sidewalk crosses driveway is not required.

For so long as the Declarant, or its successors or assigns, owns a Lot or has any interest of record in the Property, any modifications to the design standards set forth in the Declarations, other than those stated herein, shall require the approval of the Declarant and the ACC.”

8. The following is inserted at the end Article VI of the First Amendment:

“31. The Association shall have the ability to amend this Declaration by a 2/3rds majority vote of the total eligible vote of the Association, at a meeting duly called for said purpose, or by written ballot in accordance with the Association's governing documents and Georgia law. So long as Declarant, or its successors or assigns, owns a Lot or has any interest of record in the Property, any amendment must also be consented to in writing by Declarant.

32. Declarant's right to unilaterally amend the Declaration, without consent or vote of the Members, shall expire upon the earlier of: (1) the Declarant no longer owning any Lot or

having any interest of record in the Property; or (2) October 1, 2028. Subject to the provisions contained in Article V, Section 23 requiring ACC approval for amendments to the design guidelines, any unilateral amendment to the Declarations by Declarant shall (a) conform with the general purpose of the restrictions, conditions, and limitations contained herein, including that the Property only be a single family, residential neighborhood, (b) shall not conflict with any material provision of the Declaration; and (c) shall not materially adversely affect the existing rights of the Members.”

9. The following is inserted after Article VI:

“Article VII: Definitions

32. Concepts and Definitions: The terms used in the Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below:

(a) **“Common Area”:** The property which is now or subsequently owned by the Association through conveyance from the Declarant or otherwise, for the common use and enjoyment of the Members including, without limitation, all areas shown on any Plat as common property.

(b) **“Annual Assessments”:** Those regular assessments established annually, and calculated based on each Lot’s equal share of the budgeted Common Expenses for the fiscal year. Annual Assessments may be charged on an annual, semi-annual, or monthly basis, as determined in the sole discretion of the Board of Directors.

(c) **“Articles of Incorporation”:** Homeowners Association of Covered Bridge, Inc.’s, Articles of Incorporation, filed with the Secretary of State of the State of Georgia, as they may be modified and amended from time to time.

(d) **“Association”:** Homeowners Association of Covered Bridge, Inc., a Georgia non-profit corporation, its successors or assigns.

(e) **“Assessment”:** Assessments levied on all Lots subject to assessment under Article II, and collectively includes Annual Assessments and Special Assessments for Capital Improvements.

(f) **“Board of Directors” or “Board”:** The body responsible for administration of the Association, selected as provided in the By-Laws, and generally serving the same role as the board of directors under the Georgia Non-profit Code.

(g) **“Bylaws”:** The Bylaws of the Association, as amended and restated, and attached hereto as Exhibit “B.”

(h) **“Common Expenses”:** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate.

(i) **Dwelling Unit**: Any residence situated on a Lot which is intended for use and occupancy for a single family.

(j) **Lot**: A portion of Covered Bridge Subdivision, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any Dwelling Unit and improvements thereon.

(k) **Member**: A person or legal entity subject to membership in the Association pursuant to Article I, as amended herein.

(l) **Owner**: One or more persons or legal entity holding record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(m) **Plats** or **Development Plats**: The plats of Covered Bridge Subdivision, including the plats recorded in Plat Book C-161, Pages A-C, and Plat Book C60, Page B1, Effingham County, Georgia records, and any subsequent plats of subdivision recorded by the Declarant pertaining to Phase II of Covered Bridge Subdivision.

(n) **Private Roads**: The private rights of way within the Covered Bridge Subdivision, as shown on the Plats and subject to any easements of record.

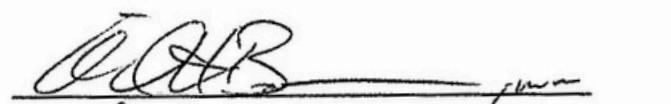
(o) **Property**, **Properties**, **Development** or **Covered Bridge Subdivision**: All that certain tract or parcel of land shown in Exhibit "A," and which comprises Phases 1 and 2 of the Covered Bridge Subdivision.

(p) **Voting Members**: Those members that are eligible to vote present in person or by proxy at a duly called meeting of the Association."

In witness hereof on this 25th day of February, ²⁰¹⁹ 2018.

DECLARANT:

BGN INVESTMENT, LLC


By: Wilson H. Burns
Its: Managing Member

Signed, sealed and delivered this

25th day of February,

2019, 2018, in the presence of:

Catherine J. Jones
Unofficial Witness

Notary Public

My Commission Expires



EXHIBIT A

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing 145.05 acres, more or less, that is shown and more particularly described by the plat of survey made by Charles W. Tuten, R.L.S. #2345, dated October 8, 2004, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 60 B-1, which is incorporated into this description by specific reference thereto.

SUBJECT, HOWEVER, to all restrictive covenants, easements and rights-of-way of record.

BY-LAWS OF
HOMEOWNERS ASSOCIATION OF
COVERED BRIDGE, INC.

ARTICLE I
Name, Location and Applicability

Section 1. Name. The Name of the Association is **HOMEOWNERS ASSOCIATION OF COVERED BRIDGE, INC.** (hereinafter referred to as the "Association").

Section 2. Principal Office. The principal office of the Association (until otherwise designated by the Board, as hereinafter defined) shall be located at 100 Covered Bridge Blvd, Guyton, Georgia 31312 but meetings of Directors may be held at any location within the State of Georgia, as may be designated by the Board of Directors.

Section 3. Registered Office. The registered office of the Association shall be located at 1575 Hwy 21 South, Springfield, Georgia 31329, or such other offices as the Board of Directors shall select. The initial registered agent shall be Warren E. Ratchford.

Section 4. Other Offices. The Association may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Association may make appropriate.

Section 5. Applicability. These By-Laws, as amended from time to time, are binding on all present or future owners, tenants, residents, and other persons occupying or using the facilities at Covered Bridge Subdivision in any manner. The mere acquisition, rental or act of occupancy of any part of said property subjects said owner, tenant or occupant to these By-Laws, as well as those certain "Protective Covenants for Covered Bridge Subdivision," recorded in Deed Book 1759, Page 389, first amended in Deed Book 2277, Page 144, second amended at Deed Book 2354, Page 162, and corrected in Deed Book 2382, Page 39, of the Office of the Clerk of Superior Court of Effingham County, Georgia (the "Declaration"). All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Declaration.

ARTICLE 2
Membership

Section 1. Members. Every Owner shall be a Member of the Association pursuant to the Declaration.

Section 2. Establishment of Membership. Membership shall be established by the acquisition of title to a Lot within the Property subject to the Declaration (the "Covered Bridge Subdivision"), whether by conveyance, devise, judicial decree or otherwise. The membership of

any party shall be automatically terminated upon his being divested of all title to such Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Lots, so long as such party shall retain title to a Lot.

Section 3. Membership Interest. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Articles of Incorporation of the Association.

Section 4. Membership Rights. Exercise of membership rights in the Association is contingent upon the payment of all assessments levied by the Association, the obligation of which is imposed upon each Owner of, and becomes a lien upon, the Property against which such assessments are made as provided by the Declaration.

Section 5. Suspension of Membership Rights. The membership rights of any Member of the Association may be suspended by action of the Directors during the period when any the assessments remain unpaid pursuant to the terms of the Declaration; but, upon payment of such assessments, his or her rights and privileges shall be automatically restored. The Directors may, in their reasonable discretion, suspend the Membership rights of any Member violating the Declaration or these Bylaws.

ARTICLE 3 **Meetings of Members**

Section 1. Location of Meetings. All meetings of Members shall be held at such place within Effingham County, Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings. Annual meetings of Members shall be held annually on a date and time determined by the Board of Directors pursuant to the notice required herein and by Georgia law.

Section 3. Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of Members may be called for any purpose or purposes by the Board of Directors, the President of the Association, or by written request to the Board of Directors by Members presently holding fifteen (15%) of the eligible votes in the Association.

Section 4. Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered via U.S. Mail, hand delivery and/or electronic mail, not less than ten (10) days nor more than sixty (60) days before the date of the meeting.

Section 5. Business of Meetings. At an annual meeting of Members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the Members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of Members shall be brought up for action at such a special meeting.

Section 6. Quorum. The presence of fifteen (15%) percent of the interests entitled to vote, present in person, shall constitute a quorum at all meetings of Members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the Members present in person shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Majority. If a quorum is present, the affirmative vote of a majority of the Members entitled to vote and attending the meeting shall be the action of the Members, except that unanimous vote of all Members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of Members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. Voting.

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these Bylaws shall be governed by the Declaration and any reference herein to the voting rights of any Member shall be governed by the relevant provisions of the Declaration.

(b) To the extent not in conflict with the Declaration the following provisions shall apply. Each Member shall be entitled to one vote per lot on each matter submitted to a vote at a meeting of Members. A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by the owner (or owners as provided below) and submitted to the President, Secretary or other designated officer prior to the calling of the meeting to order. If any Lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a mere lessee of all or any portion of a Lot shall have no right to vote and shall in no respect be deemed a Member of the Association. In all elections for directors, every Member entitled to

vote shall have the right to vote, in person, the number of Lots owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote, but Members may not cumulate their votes.

Section 9. Action Taken Without a Meeting. In the Board of Directors' discretion, any action that may be taken by the Members at any annual, regular, or special meeting may be taken without a meeting, including, without limitations amendments to the Declaration or these Bylaws, if the Board of Directors delivers a written consent form or written ballot to every Member entitled to vote on the matter.

(a) **Ballot.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by signed ballot or consent from by whatever means is specified by the Board.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite voting power required to pass such action at a meeting held on the date that the last consent is executed. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the Members is approved by written consent hereunder, the Board of Directors shall issue written notice of such approval to all Members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE 4

Directors

Section 1. Number; Election. The number of directors shall be no fewer than three (3) nor more than five (5) individuals. Directors must be Members of the Association in good

standing to be eligible for election. If a Director is no longer a Member or becomes more than sixty (60) days delinquent in paying assessments, he or she is automatically removed as a Director without need for further action by the Directors or Members. If an Owner is a corporation or institution, one of its principal officers, directors, managers, or members may serve as a director. The directors shall be elected at the annual meeting of and each director elected shall serve until the next succeeding annual meeting and until its successor shall have been elected and qualified.

Section 2. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the Members and the election and qualification of his successor.

Section 3. Powers. The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not prohibited by law or agreement of a prior Board of the Association, the Declaration, the Articles of Incorporation or these Bylaws directed or required to be exercised or done by the Members, including, but not limited to, the following:

(a) To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of the Members representing fifteen percent (15%) of the total eligible votes of the Association.

(b) To appoint and remove at pleasure all officers, committees, agents and employees of the Association, prescribe their duties, fix their compensation (if any), and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever.

(c) To establish, levy, assess and collect the assessments or charges referred to in the Declaration.

(d) To adopt and publish rules and regulations governing, among other things, the use of the common areas and personal conduct of Members, their employees and guests on the property submitted to the Declaration.

- (e) To maintain insurance.
- (f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association in the Declaration and Articles of Incorporation or these By Laws, except those reserved to the meeting or to Members in the Declaration, if any.
- (g) To contract for the management of the Covered Bridge Subdivision and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration to have approval by the Board of Directors or Membership of the Association.
- (h) To enforce the provisions of the Declaration, the Articles of Incorporation, these Bylaws of the Association and any rules and regulations governing the use of the Association's Property as the same may be hereafter established.
- (i) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
- (j) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.
- (k) To settle grievances, concerns, and potential litigation by the execution of covenants not to sue, hold harmless agreements, or such other agreements as may be necessary to avoid litigation.

Section 4. Compensation of Directors. The Members of the Board of Directors shall receive no compensation, except as provided in Section 5 of this Article 4.

Section 5. Indemnification. As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or director acting in accordance with these Bylaws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE 5
Meetings of the Board of Directors

Section 1. Location of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board. The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of Members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new Board of Directors may convene at such place and time as shall be fixed by the consent in writing of all its Members.

Section 3. Regular Meetings. Regular meetings of the Board of Directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the Board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary. Otherwise, at least ten (10) days' notice shall be provided to each director in accordance with Article 5.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by any director on three (3) days notice to each director in accordance with Article 5.

Section 5. Notice of Meetings. Notice of meetings may be provided by U.S. Mail, hand delivery and/or electronic mail. Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. The presence of a majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. Majority. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation. Notwithstanding the foregoing, the Board of Directors may take action by telephone or by electronic mail. Casting a vote via

telephone or electronic mail shall be deemed consent to, or waiver of notice of such meeting and a record of such vote shall be entered in the minutes of the Association.

ARTICLE 6 Notices

Section 1. Required Notices. Whenever, under the provisions of applicable law, the Articles of Incorporation or these Bylaws, any notice is required to be given to any director or Member, such notice shall be given in writing and delivered either personally or by first class mail, email or facsimile, addressed to such director or Member, at its address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage prepaid. Notices given by other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice. Whenever under the provisions of applicable law, the Articles of Incorporation or these Bylaws, any notice is required to be given to any director or Member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 7 Officers

Section 1. Officers; Election; Term. The Corporation shall be governed by its' officer or officers. The officers of the Association shall be chosen by the Board of Directors and shall, at a minimum, consist of a President, a Secretary and a Treasurer. Any person may hold one or more offices. If the Board of Directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. Officers must be (i) a Member of the board of directors and (ii) an owner of a Lot, or a member, shareholder, manager, trustee, or partner of an owner of a Lot.

Section 2. Additional Offices and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. Salaries. The officers shall receive no compensation except as provided in Section 5 of Article 4.

Section 4. Removal; Vacancies. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the Board of Directors.

Section 5. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of Members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. Vice President. The Vice President, if any, or if there shall be more than one, the Vice Presidents, in the order determined by the board of directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. Each Vice President shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of Members and the Board of Directors and shall record the proceedings of such meetings in books to be kept of that purpose, and shall perform like duties for the committees or directors when required. He or she shall give, or cause to be given, notice of all meetings of Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the board of directors or the President, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the board of directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the Secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may

be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Association. If required by the Board of Directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in a case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers, in the order determined by the board of directors shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 8 Committees

Section 1. Committees. The Board may create and disband committees of board Members and/or Members for any reason. Any such committees created shall advise the board on matters pertaining to the purpose for which any committee is created and appointed, have the powers authorized by the board and shall serve at the pleasure of the board.

ARTICLE 9 General Provisions

Section 1. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 3. Seal. The Association shall have a corporate seal which shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal - Georgia." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The Board of Directors may from time to time authorize any other officers to affix the seal of the Association and to attest to such affixation by his signature.

Section 4. Books and Records. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors, and committees of directors as required by Georgia Law.

Section 5. Bylaw Amendments. These Bylaws may be altered, amended, or replaced or new Bylaws may be adopted by a vote of the majority of the total eligible votes of the Association.

Section 6. Conflict. In the event of any conflict between these Bylaws and the following, the controlling language shall be found in the laws of the State of Georgia, the Declaration, the Articles of Incorporation, and then the Bylaws, in the order listed.



Rules and Regulations Pertaining to
The Community-Wide Standard & Design Standards in the
Covered Bridge Community

WHEREFORE, the Declaration of Protective Covenants for The Covered Bridge Subdivision Effingham County, Georgia (hereafter the Declaration of Covenants), governed by the Homeowners Association of Covered Bridge, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend Rules and Regulations and imposing sanctions for violations thereof including without limitation, Self-Help and reasonable monetary fines;

WHERFORE, the Declaration of Covenants provides in Article I:

5. **Enforcement:** The Board of Directors shall have the ability to impose reasonable monetary fines for violations of the Declarations or Bylaws, or of rules and regulations passed by the Board of Directors, after providing written notice of the violation to the Owner and/or violator and the amount of the potential fine.

Prior to imposing fines and/or suspending membership rights, as set forth herein, the written notice shall notify the Owner and/or violator of the right to request a hearing before the Board of Directors. The Owner and/or violator must request a hearing within ten (10) days of the date of the written notice. If a hearing is requested, the Board of Directors shall take reasonable efforts to schedule a hearing as soon as possible, and any fines or suspension of membership shall be stayed pending the hearing. The hearing requirement is not necessary to suspend membership rights for Owners who owe Assessments, for continuing violations, or for a violation that occurs within twelve (12) months of receiving a violation notice.

Fines shall be imposed in the same manner as assessments set forth hereinbelow, and shall be a lien on the Lot, and the personal obligation of the Owner, and a joint and several obligation of the violator to the extent the violator and Owner are not the same person. The Declarant and Qualified Builders shall be subject to reasonable fines if, and only if, the Declarant consents to and/or agrees to the fine in writing.

Subject to the limitations contained herein, the Association, and the Architectural Control Committee, where applicable, shall be empowered to enforce the covenants, restrictions, and limitations, including, but not limited to, the design standards, promulgated in the Declarations.

Any reference in the Declaration to a performance deposit paid to the developer shall be deleted and, in no event, may a deposit be demanded or required of a Qualified Builder or Declarant by the Association."

WHEREFORE, the Bylaws provide in Article 4, Section 3 that the Board of Directors shall have the power:

(d) **To adopt and publish rules and regulations governing, among other things, the use of the common areas and personal conduct of Members, their employees and guests on the property submitted to the Declaration.**

WHEREFORE, all streets within the Association are owned by the Association are to be used for the sole purpose of ingress and egress throughout the community;

WHEREFORE, the Declaration of Covenants provides in Article V, Section 23 that the Association shall have the authority to adopt architectural design standards and procedures for the review of plans for exterior structures and improvements on Lots;

WHEREFORE, the Declaration of Covenants provides in Article V, Section 23, in relevant part that, “[n]o building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing or trees or change of property grade be made until plans or specifications showing the nature, kind, shape, height, materials, location, and grade of the same have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Control Committee”;

WHEREFORE, the Association, acting through its Board of Directors and Architectural Control Committee (hereafter the “ACC”) has determined that certain Rules and Regulations pertaining to submission of ACC plans and specifications and the community-wide standard are in the best interest of the community and necessary for the maintenance of the community-wide standard in order to preserve the values of the properties within the Covered Bridge Subdivision;

WHEREFORE, the Association, acting through its Board of Directors has determined that in order to maintain the conformity and harmony of external design and general visual quality and in conformity and harmony with existing standards of the neighborhood it must clarify the Association’s position on Parking, Use of the Streets, Solar Panels on Lots within the Covered Bridge Subdivision through Rules and Regulations, design guidelines, and procedures;

NOW THEREFORE, the Board of Directors has, this 27 day of Jan, 2024 adopted the following Rules and Regulations Pertaining to all Lots, Members, and Occupants of the Covered Bridge Subdivision which are binding on all members and occupants of the Association their agents and assigns and are effective immediately:

1. Parking: The Declaration of Covenants provides, in part, that "All public road way laws will be observed."
2. The Effingham County Code of Ordinances provides in Section 3.323, "Parking is allowed on local streets only. If they have a pavement width of at least 28 feet then parking is allowed on one side of the road. If they have a pavement width of at least 36 feet then parking may be allowed on both sides of the road."
3. As a result of the streets within Covered Bridge being 22 feet 2 inches wide, and in accordance with Effingham County Code of Ordinances Section 3.323, no Owner or Occupant shall be allowed to park in the street at any time.
4. No Owner or Occupant shall be allowed to place any item, regardless of if it permanent or not, on the streets of the Association or on any other Common Area within the Association without the prior written consent of the Board of Directors.
5. No Owner or Occupant shall be allowed to use the streets for any other purpose than ingress and egress throughout the community. This shall include but not limited to the following prohibited activities of grilling, playing basketball or other sports, sitting, or parking.
6. Shed or Outbuilding design plans and site plans shall be submitted to, reviewed, and approved in writing by the ACC prior to any construction or installation. All Shed or Outbuildings must be of matching materials and design to the residence on the Lot. Roof pitch shall be at least 8/12. All plans must include, in addition to the requirements established by the Declaration of Covenants, an official bid with specifications, photographs, and any other specific information the homeowner believes is needed to assist with the review and approval process. All necessary permits shall be submitted along with the design plans and site plans to the ACC.
7. For any lot less than $\frac{1}{2}$ acre in size, plans for Sheds or Outbuildings must be for structures no larger than 1000 square feet. For any lot greater than $\frac{1}{2}$ acre in size, plans for outbuildings must be for structures no larger than 2000 square feet; however, any outbuilding over 1000 square feet will also require Developer approval after approval is received from the ACC. If an Owner seeks to have garage doors on an Outbuilding, the garage doors must be side facing in relation to the house.
8. Any approved Shed or Outbuilding construction must be completed within 1 year of the start date.

9. Swimming Pool design plans and site plans shall be submitted to, reviewed, and approved in writing by the ACC prior to any construction or installation. All plans must include, in addition to the requirements established by the Declaration of Covenants, an official bid with specifications, photographs, and any other specific information the homeowner believes is needed to assist with the review and approval process. All pools must comply with all ISPSC regulations. Any above ground pools must be screened from view of the street with approved fencing.
10. Solar Panel design plans and site plans shall be submitted to, reviewed, and approved in writing by the ACC prior to any construction or installation. All plans must include, in addition to the requirements established by the Declaration of Covenants, an official bid with specifications, photographs, and any other specific information the homeowner believes is needed to assist with the review and approval process.
11. All Solar Panels must be on the rear/backside of the roof of homes and will only be allowed if they are not visible from the street.
12. All Solar Panels must be placed/installed flush with the rear/backside of the roof and may not be raised in any direction at any time.
13. No Solar Panels will be allowed to be erected in the yard or on the side of any home of any Lot.
14. The Association is not responsible for providing security to any Owner or occupant otherwise or providing any assurances regarding the presence of individuals within Covered Bridge. Each Owner, Occupant, their respective guests and invitees are responsible for providing their own security in any and all areas within Covered Bridge.
15. The Association shall have the right to fine an owner and occupant for any non-compliant structure that violates any provision of the Declaration of Covenants, Bylaws, or these Rules and Regulations.

Any violation of the above-listed Rules and Regulations shall be enforceable in the sole discretion of the Board of Directors by the use of reasonable monetary fines, the use of the Right of Abatement, or as otherwise described in the Declaration of Covenants and Bylaws.

These Rules are supplemental to the Declaration of Covenants and Bylaws and does not modify in any way the existing Declaration of Covenants. Please refer to the Declaration of Covenants and Bylaws for additional restrictions/standards.

IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule and Regulation on this 27 day of Jan, 2023.

2024

THE FOLLOWING OFFICERS CERTIFY THAT THESE RULES AND REGULATIONS WAS APPROVED BY MAJORITY VOTE OF THE ACC AND BOARD OF DIRECTORS:


President
Tom Brower

Sworn and subscribed to before me this

27 day of January, 2024
2023.


Secretary Treasurer
Chris Trappel

Sworn and subscribed to before me this

27 day of January, 2024
2023.


Notary Public




Notary Public



Rules and Regulations Pertaining to
The Common Property in Covered Bridge

WHEREFORE, the Declaration of Protective Covenants for the Covered Bridge Subdivision (hereafter the Declaration of Covenants), governed by the Homeowners Association of Covered Bridge, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend Rules and Regulations and imposing sanctions for violations thereof including without limitation, Self-Help and reasonable monetary fines;

WHEREFORE, the Bylaws provide in Article IV, Section 3:

(d) To adopt and publish rules and regulations governing, among other things, the use of the common areas and personal conduct of Members, their employees and guests on the property submitted to the Declaration.

WHEREFORE, the Declaration of Covenants provides in Article I:

5. **Enforcement:** The Board of Directors shall have the ability to impose reasonable monetary fines for violations of the Declarations or Bylaws, or of rules and regulations passed by the Board of Directors, after providing written notice of the violation to the Owner and/or violator and the amount of the potential fine.

Prior to imposing fines and/or suspending membership rights, as set forth herein, the written notice shall notify the Owner and/or violator of the right to request a hearing before the Board of Directors. The Owner and/or violator must request a hearing within ten (10) days of the date of the written notice. If a hearing is requested, the Board of Directors shall take reasonable efforts to schedule a hearing as soon as possible, and any fines or suspension of membership shall be stayed pending the hearing. The hearing requirement is not necessary to suspend membership rights for Owners who owe Assessments, for continuing violations, or for a violation that occurs within twelve (12) months of receiving a violation notice.

Fines shall be imposed in the same manner as assessments set forth hereinbelow, and shall be a lien on the Lot, and the personal obligation of the Owner, and a joint and several obligation of the violator to the extent the violator and Owner are not the same person. The Declarant and Qualified Builders shall be subject to reasonable fines if, and only if, the Declarant consents to and/or agrees to the fine in writing.

Subject to the limitations contained herein, the Association, and the Architectural Control Committee, where applicable, shall be empowered to enforce the covenants, restrictions, and limitations, including, but not limited to, the design standards, promulgated in the Declarations.

WHEREFORE, the Association, acting through its Board of Directors has determined that certain Rules and Regulations pertaining to Common Property are necessary within the Covered Bridge Subdivision to clarify Owners and Members rights as to Common Property;

NOW THEREFORE, the Board of Directors has, this ____ day of June, 2025 adopted the following Rules and Regulations Pertaining to all Lots, Members, and Occupants of the Covered Bridge Subdivision which are binding on all members and occupants of the Association their agents and assigns and are effective immediately:

1. Every Owner shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property limited to all restrictions in the Declaration and the following Rules and Regulations.
2. No Owner, Occupant, or Guest of the Owner's Lot shall be allowed to park on the Association's property at the clubhouse except for while said person is using or attending something at the clubhouse. The Association parking spaces shall not be overflow parking for Owner's Lot or any gathering without the prior written permission of the Board of Directors.
3. No Owner, Occupant, or Guest of the Owner's Lot shall be allowed to park on the Association's property at the school drop off/pick up lot (playground lot) except for while said person is using the playground or dropping off/picking up a child at school. The Association parking spaces shall not be overflow parking for Owner's Lot or any gathering without the prior written permission of the Board of Directors.
4. The Association shall have the right to fine and suspend membership rights of an owner and occupant for any violation of any provision of the Declaration of Covenants, Bylaws, or these Rules and Regulations.
5. The Association shall also have the right to tow unauthorized vehicles from its property.

Any violation of the above-listed Rules and Regulations shall be enforceable in the sole discretion of the Board of Directors by the use of reasonable monetary fines, specific assessments, suspension of membership rights, or as otherwise described in the Declaration of Covenants and Bylaws.

This Rule is supplemental to the Declaration of Covenants and Bylaws and does not modify in any way the existing Declaration of Covenants. Please refer to the Declaration of Covenants and Bylaws for additional restrictions/standards.

Each Owner, Occupant, lessee and/or any other person within Covered Bridge remains responsible for their own safety and security as it pertains to parking, traffic, or any other matters within the Community.

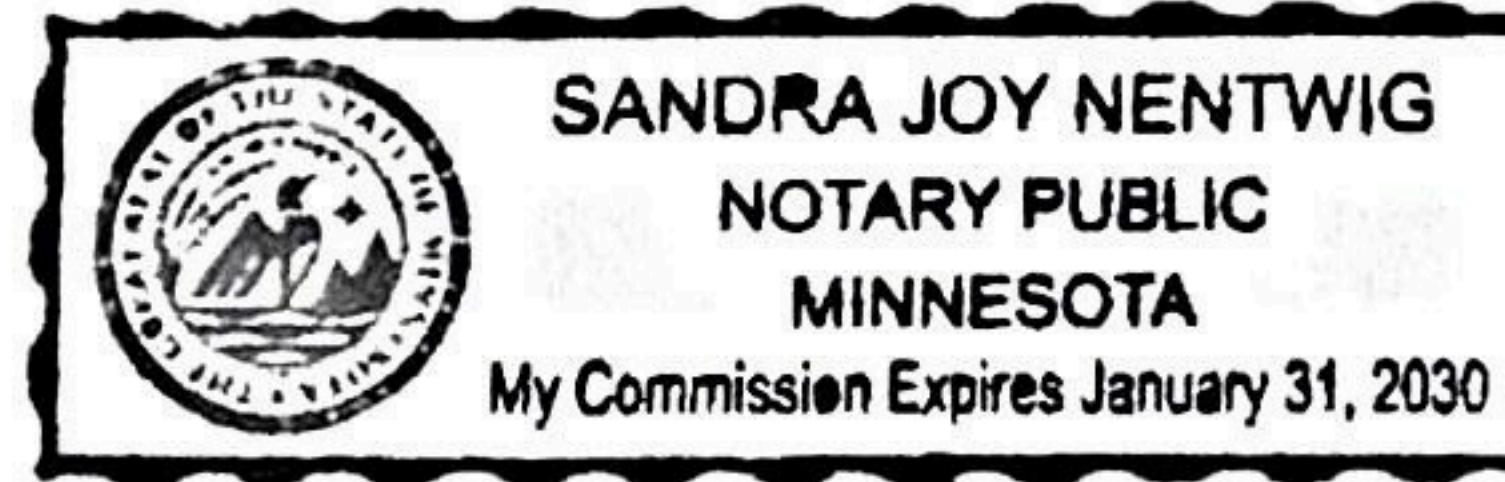
IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule and Regulation on this 16 day of June, 2025.

THE FOLLOWING OFFICERS CERTIFY THAT THESE RULES AND REGULATIONS WAS APPROVED BY MAJORITY VOTE OF THE ARB AND BOARD OF DIRECTORS:

Thomas W. Brainerd
President

Sworn and subscribed to before me this
16 day of June, 2025.

Reed
Secretary
Treasurer
Sworn and
Subscribed before +
to me on
June 19, 2025
Catherine H. Falzone



Sandra Joy Nentwig
Notary Public



RESOLUTION TO SET DAILY FINES FOR VIOLATIONS IN THE COMMUNITY/SCHEDULE OF FINES

WHEREFORE, the Declaration of Protective Covenants for The Covered Bridge Subdivision Effingham County, Georgia (hereafter the Declaration of Covenants), governed by the Homeowners Association of Covered Bridge, Inc. and its related Bylaws provide that the Board of Directors shall have the authority to make and amend Rules and Regulations and imposing sanctions for violations thereof including without limitation, Self-Help and reasonable monetary fines;

WHERFORE, the Declaration of Covenants provides in Article I:

5. **Enforcement:** The Board of Directors shall have the ability to impose reasonable monetary fines for violations of the Declarations or Bylaws, or of rules and regulations passed by the Board of Directors, after providing written notice of the violation to the Owner and/or violator and the amount of the potential fine.

Prior to imposing fines and/or suspending membership rights, as set forth herein, the written notice shall notify the Owner and/or violator of the right to request a hearing before the Board of Directors. The Owner and/or violator must request a hearing within ten (10) days of the date of the written notice. If a hearing is requested, the Board of Directors shall take reasonable efforts to schedule a hearing as soon as possible, and any fines or suspension of membership shall be stayed pending the hearing. The hearing requirement is not necessary to suspend membership rights for Owners who owe Assessments, for continuing violations, or for a violation that occurs within twelve (12) months of receiving a violation notice.

Fines shall be imposed in the same manner as assessments set forth hereinbelow, and shall be a lien on the Lot, and the personal obligation of the Owner, and a joint and several obligation of the violator to the extent the violator and Owner are not the same person. The Declarant and Qualified Builders shall be subject to reasonable fines if, and only if, the Declarant consents to and/or agrees to the fine in writing.

Subject to the limitations contained herein, the Association, and the Architectural Control Committee, where applicable, shall be empowered to enforce the covenants, restrictions, and limitations, including, but not limited to, the design standards, promulgated in the Declarations.

Any reference in the Declaration to a performance deposit paid to the developer shall be deleted and, in no event, may a deposit be demanded or required of a Qualified Builder or Declarant by the Association."

WHEREFORE, the Bylaws provide in Article 4, Section 3 that the Board of Directors shall have the power:

(d) To adopt and publish rules and regulations governing, among other things, the use of the common areas and personal conduct of Members, their employees and guests on the property submitted to the Declaration.

WHEREFORE, the Association, acting through its Board of Directors has determined that it is in the best interests of the community to adopt a schedule of fines for violations of the Governing Documents;

WHEREFORE, the Association, acting through its Board of Directors has determined that it is in the best interests of the community to set a daily rate of \$25.00 per violation;

NOW THEREFORE, the Board of Directors has, this 21 day of January, 2024 voted to fix fines for all violations of the Governing documents at \$25.00 a day per violation for all Owners and occupants of the Association beginning February 1, 2024;

IN WITNESS WHEREOF, the undersigned Directors have executed and adopted this Rule & Regulation on this 21 day of January, 2024.

THE FOLLOWING OFFICERS CERTIFY THAT THIS RULE & REGULATION WAS APPROVED BY THE REQUIRED MAJORITY VOTE OF THE BOARD OF DIRECTORS:

Tom Brower

President

Chris Trappel

Secretary

Sworn to and subscribed before me
this 27 day of January, 2024

Catherine H. Falzone
Notary Public

