

STATE OF GEORGIA, COUNTY OF EFFINGHAM

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

2008 MAY 30 AM 10:26

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

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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:

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All exterior finishes must be brick, hardy board, stone, ~~hard coat~~
stucco, or natural wood siding. Vinyl siding and colored aluminum ~~can only be~~ 0 F959 0 392
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 pavements 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.

Samuel Holdwell
Witness

John H. Morris
Notary

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

W Gregg Howze
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