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**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 29<sup>th</sup> day of January, 2015 by **COVERED BRIDGE ASSOCIATION, 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): (l) 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 of 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 of 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 to 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, its 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

Signed, sealed and delivered in  
The presence of:

BY: [Signature]  
ITS: PRESIDENT \_\_\_\_\_

[Signature]  
Notary Public, Tattnall County  
My commission expires 7-16-18

UNOFFICIAL WITNESS [Signature]

Signed, sealed and delivered in  
The presence of:

BY:

Christa McCall

ITS: SECRETARY

Grady L Baile

Notary Public, Tattnall County

My commission expires 7-16-18

UNOFFICIAL WITNESS

Race Gibbs