Deed Doc: COVE

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RETURN TO: SCOTT A. HODGIN Franklin, Taulbee, Rushing, Snipes & Marsh, LLC 1209 Merchants Way Post Office Box 327 Statesboro, Georgia 30459 (912) 764-9055

Clerk Superior Court, BULLOCH County, Ga.
Bk.01816 Pr. 0394-0398

STATE OF GEORGIA

COUNTY OF BULLOCH

FIRST EXTENSION TO DECLARATION OF PROTECTIVE COVENANTS DATED OCTOBER 6, 2006, RECORDED IN DEED BOOK 1696, PAGES 422449, BULLOCH COUNTY RECORDS

THIS FIRST EXTENSION, made and published this 17th day of December, 2007, by WOODBRIDGE DEVELOPMENT, INC., a Georgia Corporation with its principal office in Bulloch County, Georgia.

WITNESSETH:

WHEREAS, Woodbridge Development, Inc. is the owner of a tract of land containing 12.90 acres, as shown on that certain Plat prepared by Donald W. Marsh, dated September 17, 2007 recorded in Plat Book 12, Page 11, Bulloch County Records; and

WHEREAS, it is to the interest, benefit and advantage of Woodbridge Development, Inc., and to each and every person who shall hereinafter purchase the property and to the current and future owners of the neighboring tract to which these covenants also run that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, in consideration of the premises, Woodbridge Development, Inc., its successors and assigns and its future grantees do hereby name, place and impose certain conditions, restrictions, covenants, reservations, easements, liens and charges as more particularly set out in that certain Declaration of Protective Covenants of which Woodbridge Development, Inc. is the Declarant, dated October 6, 2006, recorded in Deed Book 1696, Pages 422-449, Bulloch County Records, hereinafter referred to as (the "Covenants"), on the following described property in Bulloch County, Georgia, and by reference thereto incorporate all of the contents thereof as fully herein as if included as a part of these declarations, to-wit:

DESCRIPTION OF PROPERTY:

All those certain lots, tracts or parcels of land situate, lying and being in the 1547th G. M. District of Bulloch County, Georgia, being designated and shown as Lots 112-121, Woodbridge Subdivision, Phase II, as shown on a final plat of survey prepared for Woodbridge Development, Inc. by Donald W. Marsh, Surveyor, dated September 17, 2007, recorded in Plat Book 103, Page 101, Bulloch County Records.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

<u>AMENDMENT</u>

Item IV, Paragraph 3 of the Covenants shall be amended to read for Phase II as follows, "All building set backs shall be the minimum setbacks for Bulloch County, except that the front setback line shall be 60-foot from the front property line.

VII

JOINT DRIVEWAYS

1. LOTS 113 & 114; LOTS 115 & 116

An addendum to the Covenants shall be made and imposed for Phase II as follows: "Joint Driveways shall exist for Lots 113 and 114, Phase II and for Lots 115 and 116, Phase II. Each such driveway located between each two lots is twenty feet in width, one-half of said driveway being located on each lot and extending sixty feet south from Josh Deal Road. Access to Josh Deal Road from Lots 113 and 114 shall be only thru one joint driveway and access to Josh Deal Road from Lots 115 and 116 shall only be thru the second joint driveway. Said joint driveways are more particularly described on the Phase II plat described above. These two joint driveway easements shall constitute an appurtenance of each of said lots. The owner of Lot 113 and Lot 114 shall have and is hereby granted a perpetual easement on each others half of said driveway for use in common of the owners of both Lots for egress and ingress to both of said Lots for vehicular and pedestrian traffic, but that the same shall not be used for parking purposes. The owner of Lot 115 and Lot 116 shall have and is hereby granted a perpetual easement on each others half of said driveway for use in common of the owners of both Lots for egress and ingress to both of said Lots for vehicular and pedestrian traffic, but that the same shall not be used for parking purposes.

2. LOTS 117 THRU 120.

An addendum to the Covenants shall be made and imposed for Phase II as follows: "A Joint Easement for ingress and egress from Josh Deal Road shall exist for Lots 117, 118, 119 and 120 of Phase II of Woodbridge Subdivision. Said Joint Easement is sixty feet in width with one-half of said Joint Easement being located on Lot 118 and one half on Lot 119 and extending Two Hundred Ninety-Four and three-tenths (294.30') feet south from Josh Deal Road. Access to Josh Deal Road from Lots 117, 118, 119 and 120 shall be only thru one joint driveway and access. Said joint driveway and access is more particularly described on the Phase II plat described above. This Joint easement shall constitute an appurtenance of each of said lots. The owner of Lot 118 shall have and hereby grants to the owners of Lots 117, 119 and 120 a perpetual easement thirty feet in width and 294.30 feet in length for use in common by the owners of all four Lots for egress and ingress to all four Lots for vehicular and pedestrian traffic, but that the same shall not be used for parking purposes. The owner of Lot 119 shall have and hereby grants to the owners of Lots 117, 118 and 120 a perpetual easement thirty feet in width and 294.30 feet in length for use in common by the owners of all four Lots for egress and ingress to all four Lots for vehicular and pedestrian traffic, but that the same shall not be used for parking purposes.

3. A.R.C. APPROVAL REQUIRED.

Approval from the Architectural Review Committee, hereinafter referred to as (the "A.R.C") must be obtained by the owners of Lots 113, 114, 115, 116,

117,118, 119 and 120 prior to the construction of any driveway or access way from Josh Deal Road to said Lots.

IN WITNESS WHEREOF, Woodbridge Development, Inc., by and through its duly authorized officers, has caused this instrument to be executed the day and year first above-written.

WOODBRIDGE DEVELOPMENT, INC.:

DANIEL R. COTY, SR., Secretary/Treasurer

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My Commission Expires:

RETURN RECORDED DOCUMENT TO:

Laura T. Marsh Franklin, Taulbee, Rushing, Snipes & Marsh, LLC 1209 Merchant Way, Suite 201 Statesboro, GA 30458



(SPACE ABOVE THIS LINE FOR RECORDING DATA)

STATE OF GEORGIA BULLOCH COUNTY

Cross reference Woodbridge Restrictive Covenants recorded Deed Book 1696, Page 422, and Deed Book 1816, Page 394, Bulloch County, Georgia records.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR WOODBRIDGE SUBDIVISION (TO REMOVE LOTS 112 AND 113, PHASE II, FROM COVENANTS)

THIS SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS FOR WOODBRIDGE SUBDIVISION, as recorded in Deed Book 1696, Page 442, Bulloch County Records, as subsequently amended in Deed Book 1816, Page 394, Bulloch County Records ("Woodbridge Covenants"), is made and published this 22nd day of May, 2009, by WOODBRIDGE DEVELOPMENT, INC., a Georgia corporation, hereinafter referred to as Developer, as follows:

1.

Pursuant to Article II of the Woodbridge Covenants, Developer reserved the exclusive and unilateral right to amend the Woodbridge Covenants and the recording of an amendment to the same to be deemed notice to all Lot owners.

2.

Developer does hereby amend the legal description of real property to be subject to the Woodbridge Covenants and to be included in Woodbridge Subdivision to specifically delete and

remove the following Lots from the legal description for Woodbridge Covenants and to exclude said real property from Woodbridge Subdivision:

All those certain lots, tracts or parcels of land situate, lying and being in the 1547th G. M. District of Bulloch County, Georgia, being designated and shown as Lots 112 and 113, Woodbridge Subdivision, Phase II, as shown on a final plat of survey prepared for Woodbridge Development, Inc. by Donald W. Marsh, Surveyor, dated September 17, 2007, recorded in Plat Book 63, Page 611, Bulloch County Records.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

Said real property and improvements thereon shall be hereinafter described as the "Property."

3

It is the express intention of Developer that the Property shall no longer be subject to the Woodbridge Covenants. However, in the event that any court of competent jurisdiction shall ever determine that this Second Amendment shall not be deemed to have such legal effect of removing the Property from the Woodbridge Covenants, then, in the alternative, the Woodbridge Covenants shall hereafter be deemed amended as follows:

4

The provisions of Articles I through VII of the Woodbridge Covenants shall not apply and shall have no effect with respect to the Property. Notwithstanding anything else contained in the Woodbridge Covenants, improvements to the Property shall not be subject to approval by Developer or its successors or assigns or the Architectural Review Committee for Woodbridge Subdivision. Requirements regarding use of the Property or dwelling size or specifications shall not apply to the Property. The Property shall be subject to no reserved utility, access or other easements or rights of way in Developer or its successors or assigns.

5.

Developer specifically acknowledges and agrees that the Property may be used for the entrance and ingress -egress drive and road for an adjoining subdivision and consents and agrees to

such use. Such use shall not be deemed a nuisance pursuant to the Woodbridge Covenants. The Property shall not be subject to any impact fees for the water system for Woodbridge Subdivision and shall not be subject to any restriction requiring the purchase of water from MSO Water Systems, Inc. or other entity designated by Developer. The Property shall not be required to participate in any street or other lighting and shall not be subject to assessment for any homeowners or property owners association for Woodbridge Subdivision. No other requirements of Woodbridge Subdivison set forth in the Woodbridge Covenants shall apply to the Property, including, but not limited to, irrigation, landscaping, maintenance and fence approvals. The Property shall not be required to be accessed by subdivison roads.

6.

Except as above amended and changed with respect to the Property, the Declaration of Restrictive Covenants for Woodbridge Subdivision shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this the and day of you, 2009.

WOODBRIDGE DEVELOPMENT, INC.

3Y____

Signed, sealed and delivered in

the oresence of:

41100

Notary Public KRISTIN LUNA
Notary Public State of Georgia
Bulloch County and

Page 3

FILED BULLOCH COUNTY CLERK'S OFFICE DOC# 001618
RECORDED IN OFFICE
3/4/2019 10:21 AM
BK:2494 PG:206-208
HEATHER BANKS MCNEAL
CLERK OF COURT
BULLOCH

RETURN TO: SCOTT A. HODGIN Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC 1209 Merchants Way, Suite 201 Post Office Box 327 Statesboro, Georgia 30459 (912) 764-9055

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CLERK OF COURT OF

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STATE OF GEORGIA

COUNTY OF BULLOCH

THIRD EXTENSION TO DECLARATION OF PROTECTIVE COVENANTS DATED OCTOBER 6, 2006, RECORDED IN DEED BOOK 1696, PAGES 422-449, BULLOCH COUNTY RECORDS

THIS FIRST EXTENSION, made and published this 1st day of March, 2019, by MARTIN & SONS CONSTRUCTION, INC., a Georgia corporation with its principal office in Bulloch County, Georgia.

WITNESSETH:

WHEREAS, Martin & Sons Construction, Inc., is the owner of Woodbridge Subdivision, Phase III, known as Woodbridge Cove, as shown on that certain Plat prepared by Donald W. Marsh, Surveyor, dated May 9, 2018, recorded in Plat Book 67, Page 493, Bulloch County Records; and

WHEREAS, it is to the interest, benefit and advantage of Martin & Sons Construction, Inc., and to each and every person who shall hereinafter purchase the property and to the current and future owners of the neighboring tract to which these covenants also run that certain protective covenants governing and regulating the use and

occupancy of the same be established, set forth and declared to be covenants running seed see her had with the land.

NOW, THEREFORE, in consideration of the premises, Martin & Sons Construction, Inc., its successors and assigns and its future grantees do hereby name, place and impose certain conditions, restrictions, covenants, reservations, easements, liens and charges as more particularly set out in that certain Declaration of Protective Covenants dated October 6, 2006, recorded in Deed Book 1696, Pages 422-449, Bulloch County Records, on the following described property in Bulloch County, Georgia, and by reference thereto incorporate all of the contents thereof as fully herein as if included as a part of these declarations, to-wit:

DESCRIPTION OF PROPERTY:

All those certain lots, tracts or parcels of land situate, lying and being in the 1547th G. M. District of Bulloch County, Georgia, being designated and shown as Lots 122 thru 138, Woodbridge Cove, Woodbridge Subdivision, Phase III, as shown on a final plat of survey by Donald W. Marsh, Surveyor, with a survey date of January 8, 2018, and a plat date of May 9, 2018, recorded in Plat Book 67, Page 493, Bulloch County Records.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

IN WITNESS WHEREOF, Martin & Sons Construction, Inc., by and through its [1997] duly authorized officers, has caused this instrument to be executed the day and year first above-written.

MARTIN & SONS CONSTRUCTION, INC.:

LINDSAY MARTIN, President

Signed, sealed and delivered in the

presence of

Notary Public My Commission Expires: (