

Record and Return To:
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Clerk Superior Court, BULLOCH County, Ga.
Bk 01696 Pg 0422-0449

**STATE OF GEORGIA
COUNTY OF BULLOCH**

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS,
made and published this 6th day of October, 2006, by **WOODBIDGE,**
DEVELOPMENT, INC., a corporation chartered under the laws of the
State of Georgia and having its principal office in Glynn County, Georgia,
hereinafter referred to as Declarant;

WITNESSETH:

THAT, WHEREAS, the said "Declarant" is the owner of
WOODBIDGE SUBDIVISION, located in Bulloch County, Georgia,
as shown upon a plat of survey of the Woodbridge Subdivision, prepared
by Donald W. Marsh and Associates, and signed by Donald W. Marsh,
GRIS #2371, dated August 24, 2006, recorded in the Office of the

1696/422

Clerk of Bulloch County Superior Court in Plat Drawer 63, Map
Number 211.

WHEREAS, it is for the interest, benefit and advantage of the
"Declarant" and the future owner(s) of each lot hereafter purchased and
lying in said subdivision 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, for and in consideration of the promises and
of the benefits to be derived by the "Declarant", and each owner or
owners of said subdivision, the following protective covenants are hereby
established and promulgated and shall apply to all of said lots and to any
owners of property located in said subdivision, these protective covenants
shall become effective immediately upon the sale thereof by the
Declarant and shall run with the land and shall be binding on all persons
claiming under or through the Declarant.

I

GENERAL APPLICABILITY OF DECLARATION

This Declaration shall apply to all lots, areas, streets and easements

shown upon said plat and shall apply to any future addition to or extension of said Subdivision by proper amendment to this Declaration, if such addition or extension shall be made by the Declarant, his successors and/or assigns. Under no circumstances shall this Declaration be deemed or construed to apply to any other adjacent portions of property that are and shall remain the separate property of the Declarant. The imposition of these restrictions shall in no way be construed as a representation that the Subdivision may be expanded or additional subdivisions or extensions thereto be made. Each of the restrictions, covenants, limitations, conditions, reservations, and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed from the Declarant to any person, firm or corporation conveying or affecting any of said lots, areas or streets and by the acceptance of any deed to said property, any purchaser or grantee agrees and binds itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Declaration.

II

RESERVATION BY DECLARANT TO AMEND AND EXTEND RESTRICTIONS

1. 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.

2. 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.

3. The rights and privileges reserved and set forth herein shall inure to the benefit of the "Declarant" and to the respective successors

and assigns of the Declarant.

4. 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.

5. 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.

III

ARCHITECTURAL CONTROL

1. **ARCHITECTURAL CONTROL.** The Declarant or its designated agent shall exercise all of the architectural control in the subdivision, through an Architectural Review Committee, "A.R.C.". At any time and with out notice to the property owners, WOODBRIDGE DEVELOPMENT, INC., in its sole discretion may relinquish the duties and responsibilities of Architectural Review Committee to the Woodbridge Property Owners Association "P.O.A.", then in that event a committee, may be appointed by, and serve, at the pleasure of the P.O.A.,

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suitability of the proposed building, the materials 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. All such building plans and specifications shall consist of not less than section details, floor plan of all floors, elevation drawings of all exterior walls, roofs, etc. fronting any street, roof plans and a plot plan showing the location and orientation of the building on the lot, with all setbacks and easements shown and shall also show the location of driveways, walkways service courts, parking and all other proposed construction upon the lot. The A.R.C. reserves the absolute right to establish and enforce the general development criteria for the approval of construction of improvements on the property which is subject to these restrictions, said right to include general or specific requirements concerning the nature, kind, shape, height, width, materials, color schemes, as well as the architectural and structural requirements thereof.

3. VARIANCES. The A.R.C. may issue variances from any

building covenant, except set back requirements and dwelling size covering the construction or alteration of improvements on the property provided such improvements substantially comply with the provisions hereof and provided the A.R.C. acts in accordance with adopted and published guidelines and procedures.

IV

IMPROVEMENTS

1. **LAND USE AND BUILDING TYPE.** Except for a sales office and display models by the Declarant or their agents or Assigns, no lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling.

2. **DWELLING QUALITY, SIZE AND DESIGN.** All dwellings shall be of quality workmanship and materials. The main structure shall be not less than seventeen hundred (1700) square feet, including garage and covered porches, with a minimum of thirteen hundred (1300) square feet of heated and air conditioned space. The garage shall be a minimum of 400 square feet capable of housing a

minimum of two vehicles and shall have a side load entry.

The orientation of the residence and entrance of the garage for lots numbered 1, 2, 16, 50, 51, 64, 65, 77, 78, 89, 90, 101, 102, 104, 108 and 109 shall be determined at the sole discretion of the ARC. It being the intent of the Declarant that notwithstanding that some or all of the aforementioned lots are corner lots, no garage entrance shall face any street.

The primary roof pitch of the main structure shall not be less than 6/12. The first floor finished elevation of all living areas shall have be an average minimum height of 16 inches (16") above the finish grade. All buildings, residences or other structures framing shall use and be on 16" on center framing, unless otherwise approved by the ARC.

3. BUILDING LOCATION. All building set backs shall be the minium setbacks for Bulloch County.

4. DRIVEWAYS. All driveways and front walkways shall be paved of either asphalt or concrete, unless otherwise approved in writing by the A.R.C..

5. EXTERIOR FINISHES. Exterior finish materials shall be

of a high quality and durable material, such as wood, vinyl siding, brick, tabby, stucco and the like. A minimum of twenty-five (25) year fiberglass, multi-tab, architectural shingles shall be used for all structures, including the main dwelling and out buildings, other upgraded materials may be approved by the ARC. Exterior columns shall be of adequate mass and proportional to the main structure as to be aesthetically pleasing. No mill finish windows, metal-clad siding, asphalt, asbestos, T-1-11, reverse board and batten or similar type sheet siding or roll siding will be permitted on the exterior of any structure, dwelling or other out building. There shall be no exposed block, all foundations shall be hard coated stucco or brick.

No window air conditioning unit(s) shall be seen from any street or common area of the subdivision.

6. MODULAR, INDUSTRIALIZED OR PREFABRICATED HOUSING. No modular, industrialized or prefabricated housing units may be used on the premises.

7. DETACHED BUILDINGS. Any detached building erected, constructed or placed upon any lot shall be approved by the A.R.C. and

must be in architectural keeping with the main dwelling as to configuration and color scheme. Roof pitch and roofing materials shall match the main dwelling. The location of all detached building shall be determined in the sole discretion of the ARC and shall meet the building setbacks of Bulloch County.

No portable buildings of any nature shall be allowed.

8. TRAFFIC HAZARDS. No fence, wall hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist.

9. RESERVATIONS OF EASEMENTS. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or the purchaser under any contract or purchase, unless expressly so provided in such deed or contract or purchase.

Easements for installation and maintenance of natural buffers, landscaping, fencing, utilities and drainage facilities are reserved as noted or shown on the recorded plat. Additionally, The Declarant reserves a perpetual easement in, on, over, and under all streets, lanes,

and easements shown on said Subdivision plat, and in, on, over and under a strip of land seven feet in width (unless otherwise indicated on the plat) along the side and rear property lines or each lot, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain conduits, and wires for telephones, electric power, street lights, cable television, and to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of the Developer to provide and maintain any such activity or service.

No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporation, and other persons erecting, constructing or servicing such utilities and Declarant, its successors and assigns all of whom shall have the right of ingress and egress thereto, and therefrom and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for

which said easements, reservations and rights-of-way are reserved, or may hereinafter be reserved.

10. DRAINAGE. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements. Upon completion of construction of residence each lot owner shall grade said lot in such a manner as to carry away surface water that may exist either prior to, or as a result of, the placing of improvements upon the lot. No fences or other structure shall be erected in a manner that will hinder or prohibit the free flow from the drainage easement and the lot owner will keep the same clean and free from obstruction.

11. DOCKS. No dock shall be allowed, unless approved by the by the A.R.C.

V

GENERAL LAND USE AND OTHER RESTRICTIONS

1. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. TEMPORARY STRUCTURES. No structure of a

temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

3. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except two professional sign of not more than five (5) square feet advertising the property for sale or rent, or identification during the construction period. The Declarant and/or its successors or assigns shall be exempt from this section.

4. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable number which number shall be determined, from time to time, by the Property Owners Association. No property may be used to board, keep or bred for any commercial purposes, nor shall they be bred for non-commercial purposes so as to become a nuisance. All pets must be leashed when they are outside of a resident's property.

All dogs shall be fenced in and contained on the owners property. All dogs that are being walked shall be leashed or under the direct control

of the owner, who shall be responsible for clean up of the animal(s) feces.

Any dog that has been declared a dangerous dog by the State of Georgia or Bulloch County shall be destroyed or otherwise removed from the subdivision.

Any property owner that owns bred of dog generally considered a dangerous bred, i.e. pit bull, rockwiller, doberman pincher, etc. shall maintain homeowners insurance or general liability insurance covering the animal(s) providing proof of the insurance to property owners association.

5. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. No trash or garbage shall be burned on any lot, with the exception of the burning of any trees and vegetation upon the initial clearing of said lots for the purpose of site clearing.

Every person or entity who is the record owner of a fee or an undivided fee interest in any lot in the subdivision shall be required to

participate in the garbage disposal provided for the subdivision. The charge for disposal of garbage shall appear on the statement of and be made payable to MSO Water Systems, Inc. or such other entity designated by Declarant. Said statement to include charges for water, lighting and garbage disposal. The fee charged for garbage disposal shall be reasonable and said fee shall be competitive with the fees charged in similar subdivisions located within Bulloch County, Georgia.

6. COMMUNITY WATER SYSTEM AND PRIVATE WATER SUPPLY SYSTEMS. Every person or entity who is the record owner of a fee or an undivided fee interest in any lot in the subdivision shall be required to participate in the subdivision's community water system. The cost of connecting (impact fee) to the system shall be paid at closing of any lot(s). The connection or impact fee shall be \$1,950.00 which includes the water meter. Each lot in the subdivision shall be subject to a monthly charge for water provided for the subdivision by the system. The charge for said service shall appear on the statement of and be made payable to MSO Water Systems, Inc. or other entity designated by the Declarant. Said statement to include

charges for water, lighting and garbage disposal. The fee charged for said service shall be reasonable and said fee shall be competitive with the fees charged in similar subdivisions located within Bulloch County, Georgia.

No property owner shall be allowed to drill a water well for any purpose.

7. STREET AND ENTRANCE LIGHTING. Every person or entity who is the record owner of a fee or an undivided fee interest in any lot in the subdivision shall be required to participate in the subdivision's street and entrance light service provided for the subdivision. Declarant shall install street and entrance lights for the benefit of the subdivision and shall within its sole discretion determine the number and location of the lights. Where street lights are to be located on any lot, the light shall be located in the easement reserved under Article IV, Improvements, sub-article 9. The Declarant shall maintain the street and entrance light system and bear all expense for its operation. The lot owners shall reimburse the Declarant for the expense of the installation, maintenance, electricity charges and administration, through a monthly assessment. The amount of assessment shall be \$10.00 per month.

Declarant reserves the right to increase or decrease the monthly assessment, if future costs for maintenance, administration or improvements to the street and entrance lighting is materially different from the initial monthly assessment.

The charge for said service shall appear on the statement for garage and water service and be made payable to MSO Water Systems, Inc. or such other entity designated by Declarant. The fee charged for the lighting shall be reasonable and the fee shall be competitive with the fees charged in similar subdivisions located within Bulloch County, Georgia.

8. LIENS. (a) Every person or entity who is the record owner of a fee or an undivided fee interest who fails to pay the monthly charge for garbage disposal, water, including connection to the water system, and lighting provided for in these restrictive covenants, shall be subject to a lien upon their property. The Declarant, shall in addition to cutting off the water and/or refusing garage service, prosecute any and all actions or suits, which may be necessary to collect the charges required to be paid by the lot owners under the provisions of these restrictive covenants. The Declarant shall have the right to its reasonable attorneys

fees incurred in the collection of these fees.

(b) The liens hereby reserved, however, shall be at all times subordinate to the lien of any mortgage or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgage shall be paramount to the liens imposes herein.

9. UTILITIES AND ANTENNAS. All utilities shall be placed underground. Each owner is required to connect to said utilities at his or her expense. No exterior pole, tower, antenna, satellite dish exceeding twenty inches (20") or other device shall be visible from any street.

10. MAILBOXES AND PROPERTY IDENTIFICATION MARKERS. The Declarant shall provide and install a standardized mailbox with appropriate property identification at the property owner's expense, which expense shall not exceed \$300.00. No other mailbox shall be allowed. The property owner shall not place any additional lettering on the mailbox, except as required by the U. S. Postal Service.

11. VEHICLES. The immobilization of any vehicle for repairing or overhauling at a resident's site or on any street within Woodbridge

Subdivision, is hereby prohibited. The parking of excessive amounts of vehicles, more than 4 or trucks, except pickups less than one and one half ton is also hereby prohibited, unless otherwise approved by the P.O.A..

12. BOAT AND BOAT TRAILERS. Boat trailers or boats may not be stored on the front portion of any lot and maybe stored on the side portion of a corner lot, if they are placed within a service court, which shall hide the boat trailer and boat from view from any adjacent street and from adjoining lot. No boat trailers or boats exceeding twenty two (22) feet in length shall be stored on site unless otherwise approved by the P.O.A..

13. CLOTHESLINES. No clotheslines for clothes-drying purpose shall be maintained on any lot unless the same are placed within a service court, which shall be hidden from view from any adjacent street and from adjoining lot owners.

14. LANDSCAPE. All lots, upon completion of construction of residence and prior to move in shall have properly graded yards, sodded front lawns, not less than 4000 square feet of sod, the balance of the

front lawn may be seeded. All side and rear lawns shall be sodded or seeded. A minimum of 20 plants along the front portion of the residence, and a hardwood tree with a trunk diameter of 3 1/2 inches at a height of 3 feet. All landscape designs shall be of a traditional design, consistent with surrounding properties. Excessive ornamental novelties, irregular borders, fountains, etc. shall not be permitted. All lawns and planting shall be mowed and/or maintained thereafter for the duration of this Declaration. The cutting or trimming of trees or plants in designated natural landscape areas as shown on plat of record shall be strictly prohibited unless express written consent is obtained by the Declarant.

15. IRRIGATION. All lots shall have an underground irrigation system of a sufficient size to insure complete coverage of all front lawn areas. No one shall be permitted to draw water from the lakes or lagoons for any purpose; provided that the Association or Declarant may draw water for the purpose of irrigating landscaped areas maintained by the Association and/or the Declarant, its successors and/or assigns.

16. MAINTENANCE OF PROPERTY. Each lot owner shall keep his or her respective lots and all improvements thereon in good

appearance and repair, free of debris. All lawns shall be watered and mowed. All trees and shrubbery shall be pruned, except for lots left in their natural wooded state. Lawns shall be kept free of noxious insects, and infectious and spreading weeds, all in a manner consistent with good property management. In the event the lot owner shall fail to comply with these provision, the P.O.A., upon 10 days written notice to Owner, shall have the right to enter upon said lot to correct same and shall be entitled to levy a special assessment against the Owner of said lot to cover the cost thereof.

17. FENCES. All proposed fence designs and specifications must be submitted to the A.R.C. for approval. No fences shall be located on the front portions of any lot. All fences must be of an approved wood, vinyl or masonry construction. All structural framing on single faced fences must be maintained toward the installers property, the finished side of the fence shall face the adjoining lots and streets. All fences shall be erected in a professional workmanship type manner, (straight, level, plumb, etc.).

18. BASKETBALL GOALS. Basketball goals shall be of a high

quality, pre finished, construction and erected properly, (level, plumb, etc.). Goals shall not be placed within twenty feet of any street (edge of paving).

19. EXTERIOR COLOR SCHEMES. Exterior color schemes shall be of soft natural tones submitted to the A.R.C. for approval, this requirement shall also include all exterior maintenance painting, unless the original color scheme is retained.

20. MISCELLANEOUS. Wood piles, dog houses, kennels, etc. shall be in a screened area, approved by the A.R.C. or hidden from view from any adjacent street and shall be cleaned and property maintained.

21. DUAL FACING OF RESIDENCE. Any residence building on a corner lot abutting two (2) streets shall be so designed and oriented on the lot as to present an attractive appearance from each street. The orientation of the residence and garage entrance shall be approved by the ARC.

22. SUBDIVIDING OF PROPERTY. No lot shall be sold or subdivided except as a whole for the purpose of building a complete residence and only one residence shall be constructed upon each lot.

Two (2) lots may be combined into one lot or a lot may be divided between two (2) adjoining lots for the purpose of creating a larger lot but no more than one residence shall be built on any lot and portion of an adjoining lot that may have been divided or subdivided to create a larger lot.

23. ACCESS FOR LOTS. Not with standing that some lots abut other Public roads, no vehicular traffic or other access shall be allowed on lots except thru the roads located in the subdivision.

24. WATER CRAFT. The use of gasoline or other combustible fueled water craft on any lake or lagoon in the Woodbridge Subdivision shall be prohibited.

25. LANDSCAPE EASEMENT. The Declarant reserves for itself and the POA and their its successors and assigns a ten (10) foot easement along the rear of all lots that abut Josh Deal Road for the installation and maintenance of a landscape buffer, including a dirt berm and/or a irrigation system.

VI

OWNERS ASSOCIATION

1. **MEMBERSHIP.** Every person or entity who is the record owner of a fee or an undivided interest in any lot in said Subdivision shall automatically be, and shall be required to become, a member of the Woodbridge Property Owners Association, Inc., a non-profit Georgia Corporation organized and operated for the benefit of owners of real property in the Woodbridge Subdivision. Membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association (which are of record in the Office of the Secretary of State of the State of Georgia) and the By-Laws, to which reference is hereby made for all purposes. No owner shall have more than one (1) membership, per lot. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot is and shall be the sole qualification for membership in the Association.

2. **VOTING RIGHTS.** There shall be one vote per lot in the association. Provided; there shall be a special voting membership for the Declarant. Because the Declarant has incurred, and will continue to incur, substantial development and start-up costs, the Declarant desires

to control the voting membership in the Association until the Declarant can be assured of the completion of its development plans. Therefore, until the Developer has sold ninety percent (90%) of the lots in Woodbridge Subdivision, or any additional phases Declarant may elect to develop; 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 (90%) of all of the lots in the development of Woodbridge Subdivision, or any additional Phase(s) Declarant may elect to develop are sold.

3. TRANSFER OF MEMBERSHIP. Transfer of membership held by any owner of any lot or parcel shall be accomplished upon transfer of the ownership of the lot to another party.

4. ASSOCIATIONS RIGHTS.

a. The right of the association to establish uniform rules and regulations pertaining to the use of common properties, both limited and full use common areas; the right of the association to determine what is a reasonable amount of household pets.

b. The right of the association to levy and access fees, fines and assessments against each lot, for reasonable and necessary funds for maintenance of limited or full use common areas.

c. The right of the association to suspend the voting rights and use privileges of any common area of any member for the period during which any assessment shall remain unpaid or delinquent;

d. The right to enforce the rules and regulations by an action at law or in equity but provided that the giving of such right to the association shall in no way limit or suspend the rights of "Woodbridge Development, Inc." or any other individual to enforce compliance by law or in equity.

e. The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and by the By-Laws of the Association, as the same may be amended from time to time, by a majority vote of 75%.

VII

TERM OF COVENANTS

These covenants shall run with the land and shall be binding upon the Declarant and all persons or parties claiming by, through or under

the Declarant for a period of twenty (20) years from the date that this Declaration shall be filed for record in the Office of the Clerk of Superior Court of Bulloch County, Georgia and for twenty (20) years after any such amendment or extension of said covenant shall be filed and, thereafter, said covenants shall be extended automatically for successive periods of ten (10) years each. An instrument changing or eliminating these covenants, in whole or in part, shall only be accomplished by the owner(s) of seventy five percent (75%) of the lots in said Subdivision and such instrument shall be filed for record in the Clerk's Office within ninety (90) days thereof.

Witness our hand and seal on the date and year written above.

**WOODBIDGE
DEVELOPMENT, INC.**

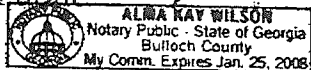
By: Joseph D. Cat, Treasurer

Attest:

(Corporate seal)

Signed, sealed and delivered
in the presence of:

Alma Kay Wilson
Notary Public



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