



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHMINSTER  
PLACE JEFFERSON HOME OWNERS ASSOCIATION, INC**

**A 55 PLUS GATED COMMUNITY**

AN AGE RESTRICTED COMMUNITY IN CONFORMANCE WITH THE SAFE HARBOR PROVISIONS OF THE HOUSING FOR OLDER PERSONS ACT OF 1995 (PUB. L.104-76, 109 STAT.787) ("HOPA"), AND THE REGULATIONS PROMULGATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN FURTHERANCE OF THE GOALS OF THAT ACT, 24 CFR PART 100, §§100.304-100.308 AND THE GEORGIA FAIR HOUSING LAW, O.C.G.A. §§8-3-200, ET SEQ. *See Section 6.21*

**ADOPTED APRIL 5<sup>TH</sup>, 2025**

**AS EDITED AND PROPOSED BY AND REVIEWED BY THE NORTHMINSTER PLACE HOA BOARD OF  
DIRECTORS AND APPROVED BY THE NORTHMINSTER PLACE JEFFERSON HOME OWNER ASSOCIATION**

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Upon recording, please return to:  
Northminster Home Jefferson Owners Association, Inc.  
998 Forsythia Court  
Jefferson, GA 30549

COUNTY OF JACKSON  
STATE OF GEORGIA

SECOND AMENDMENT TO THE AMENDED DECLARATION OF THE  
COVENANTS, RESTRICTIONS, AND CONDITIONS  
FOR  
NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC

THIS SECOND AMENDMENT (hereinafter referred to as the "Amendment") to the March 17, 2022 duly recorded Covenants, Restrictions, and Conditions for Northminster Place is made this 5th day of APRIL, 2025, by **NORTHMINSTER PLACE JEFFERSON HOMEOWNER'S ASSOCIATION INC**, a Georgia nonprofit corporation (hereinafter sometimes called the "Association")

**WITNESSETH**

**WHEREAS**, that certain set of Declaration of Covenants, Restrictions, and Conditions for Northminster Place Jefferson Homeowner's Association Inc, recorded as an exhibit to the first Amended Declaration of Covenants, Conditions and Restrictions for Northminster Place Jefferson on March 17, 2022 in Deed Book 0081W, Page 0766, *et seq.* in the real property records of the Clerk of the Superior Court of Jackson County, Georgia; (hereinafter as supplemented and/or amended from time to time, the "Declaration of Covenants, Restrictions, and Conditions"); and

**WHEREAS**, pursuant to O.C.G.A. § 44-3-220 *et. seq.*, in greater particular, §§ 44-3-221(17) & 44-3-226(a)(1) the applicable code states, "Except to the extent expressly permitted by other provisions of this article, this Declaration shall be amended only by the agreement of lot owners of lots to which 3/4 of the votes (75%) in the association pertain or such larger majority as the instrument may specify", and

**WHEREAS**, the Board and the Association intend to defer to the code and the duly recorded Declaration to the fullest extent, and with the idea that the Declaration of March 17, 2022 were duly recorded to the first Amended Declaration within the meaning of O.C.G.A. § 44-3-220 *et. seq.*, and

**WHEREAS**, Article X, Section 10.02(b) of the Declaration provides some amendment guidance from within the governing documents in so stating, "These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant are the Owners of any real property subject to these Covenants; and

**WHEREAS**, the Association desires to amend the existing set of the recorded Declaration to: (1) add to the definitions within Article I; and (2) to modify and add to Article VI – General Covenants and Restrictions.

**WHEREAS**, Members holding greater than three-quarters (3/4)(75%) of the total votes in the Association in accordance with applicable provisions of Article X, Section 10.02(b) of the Declaration have approved of this Amendment by vote, which votes were recorded at a duly noticed meeting on 5<sup>th</sup> of April, 2025 specially-called for the purpose of addressing these herein amendments to the Declaration; and

**WHEREAS**, Declarant no longer has any rights to approve Amendments or appoint and remove the officers and directors of the Association; and



**WHEREAS**, the proposed Amendments, which can be observed herewith as Exhibit "A", a copy of the proposed Amendments as they appear in and among the rest of the full document as amended, do not materially and adversely affect the security title and interest of any mortgagee; and

**WHEREAS**, attached hereto as Exhibits "B" & "C" and incorporated herein by reference is the sworn statement of the President and Secretary of the Association, which states unequivocally that Members holding greater than 3/4 (75%) of the votes in the Association approved of these Amendments, as provided herein; and

**NOW THEREFORE**, pursuant to applicable Georgia law and the Declaration, these Amendments are hereby adopted and all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration which is amended as follows:

**1.**

- 1.13 ACC – shall be a direct function of the Architectural/Landscape Director. This individual be a member of the Board to ensure consistencies regarding Architectural regulations and Landscape functions.

**2.**

- 6.09 Siding Material of Dwelling – Each residence and other structures shall be constructed only of materials, and in colors, approved in writing by the ACC.

- (a) All outside home colors should follow the builder's home color scheme of the home as originally built. However, if the home owner wishes to alter the home's exterior color, the home owner shall provide a plan in writing to the Architectural/Landscape Director for review. This plan is to include color palette samples along with a detailed explanation of the changes. Colors are to be selected to be compatible within the neighborhood.
- (b) All roofs shall be asphalt shingles. There must be the standard three-tab or architectural type shingles. A matching roof color must be used. Some colors or shingle design may be rejected due to incompatibility within the Community. This change must be approved by the Architectural/Landscape Director.

**3.**

- 6.22 Public Safety Regulations - The Board of Directors, acting through the Membership, may take actions necessary as needed and approved by its members by a simple majority to set speed limits and gate timing controls to ensure the safety of our members while they may be operating their vehicles within our community, walking with or without pets, or general management of traffic. The speed limit of vehicles shall be set at a maximum of 25 MPH on our roadways. This includes non-residents.

**4.**

These Amendments shall be effective only upon being recorded in the Jackson County, Georgia land records and shall be enforceable against current Owners of a Residence subject to this Declaration.

**5.**

Except as herein specifically modified, this Declaration shall remain in full force and effect.



IN WITNESS WHEREOF, the Association hereby executes this instrument under seal as of the date first above written.

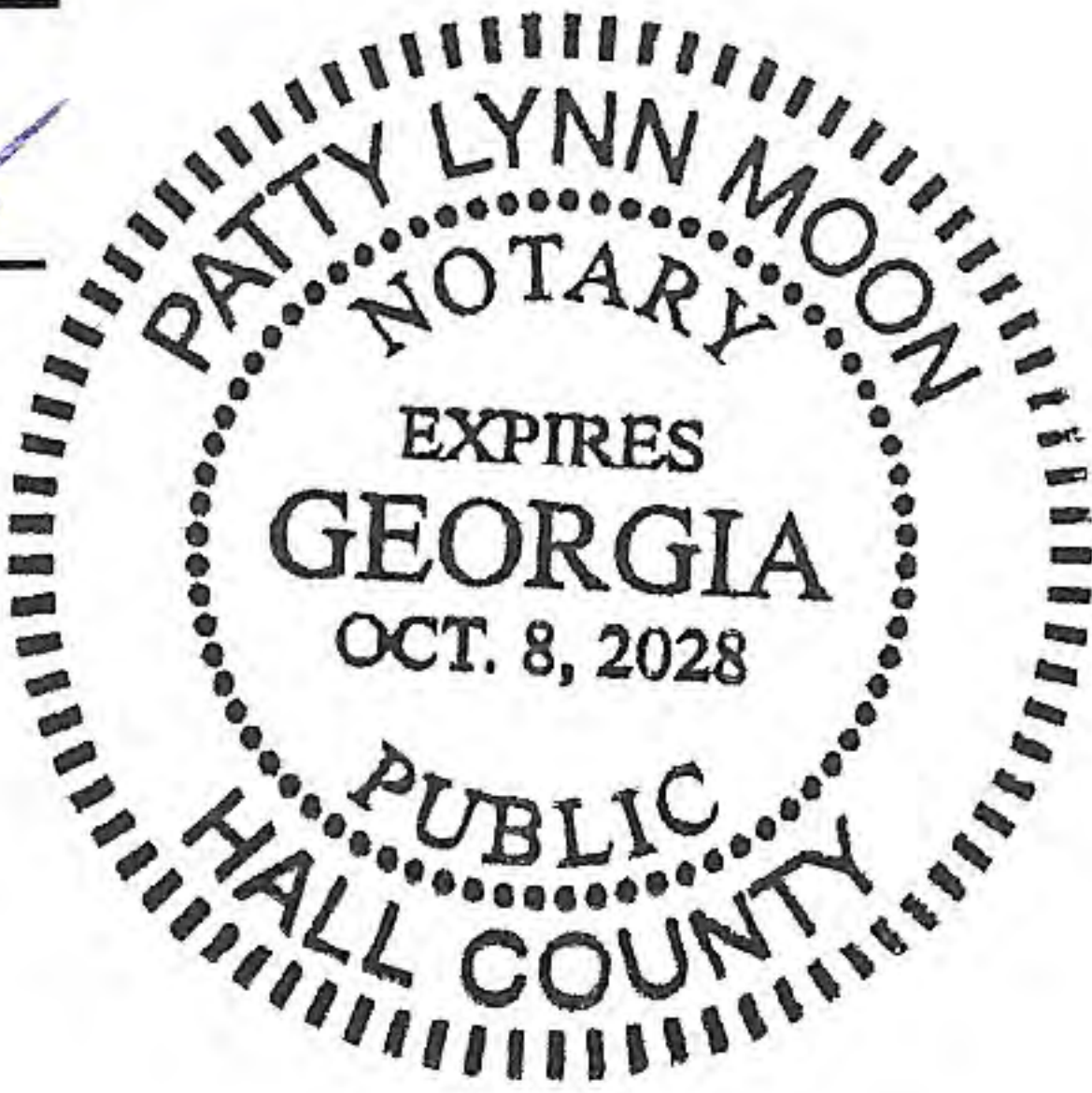
ASSOCIATION: NORTHMINSTER PLACE JEFFERSON HOMEOWNERS ASSOCIATION, INC, a Georgia Nonprofit Corporation

By: [Signature]  
Name: William J. Cornell  
Title: President

Attest: Constance L. Perkins  
Name: Constance Perkins  
Title: Secretary

Signed, sealed and delivered  
In the presence of:  
[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10/8/28





DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTHMINSTER PLACE JEFFERSON

A 55 PLUS GATED COMMUNITY

AN AGE RESTRICTED COMMUNITY IN CONFORMANCE WITH THE SAFE HARBOR PROVISIONS OF THE HOUSING FOR OLDER PERSONS ACT OF 1995 (PUB. L. 104-76, 109 STAT. 787) ("HOPA"), AND THE REGULATIONS PROMULGATED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN FURTHERANCE OF THE GOALS OF THAT ACT, 24 CFR PART 100, §§100.304-100.308 AND THE GEORGIA FAIR HOUSING LAW, O.C.G.A. §§8-3-200, ET SEQ. See Section 6.21

THIS DECLARATION is made on the date herein. This Declaration as amended supersedes and replaces all previous versions.

ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

- 1.01 Association "Association" means Northminster Place Jefferson Home Owner's Association, Inc., a non-profit corporation that was created under the Georgia Nonprofit Corporation Code, and its successors and assigns.
- 1.02 Board "Board" means the Board of Directors of the Association.
- 1.03 By-Laws. "By-Laws" mean the By-laws of the Association.
- 1.04 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.
- 1.05 Declarant. "Declarant" means (i) P44, LLC, its successors and assigns, or (ii) any successor in title to all or some portion of the Property, provided such successor in title shall acquire such property for the development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant or its successors or named designee, as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual Owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant may be transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance
- 1.06 Owner. "Owner" means the record Owner whether one or more persons or entities, which one must be 55 years of age or older, of a fee simple title to any Lot. See section 6.21.



- 1.07 Lot. "Lot" means any numbered parcel of land together with improvements thereon, shown upon the Plat or as similarly shown on supplemental surveys or such tract or additional tracts as may be added to the property from time to time, as provided herein.
- 1.08 Member. "Member" means any member of the Association.
- 1.09 Property. "Property" means that certain real property described in the Plat and submitted herein to this Declaration from time to time.
- 1.10 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.
- 1.11 Structure. "Structure" means (a) anything or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such; (b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (c) any change in the grade at any point on a Lot of more than six inches, whether or not subsection (b) of this Section 1.11 applies to such change.
- 1.12 Vote Count to claim majority: In all cases where voting has been established to approve an action by the Association Membership, a minimum of 2/3 (67%) approval is required even if the ballot offered offers more than one (1) choice. To obtain that threshold, a ratio of each ballot choice shall be the approving vote count of eligible households by dividing the total number of occupied households within the community. This shall apply to all instances where membership approval is required. Exception: where a different threshold is required or otherwise stated in the By-Laws or this Declaration.
- An example of this is a vote that requires a 75% approval vote and there are 48 occupied homes. If you multiply .75 x 48, it equals 36 votes to approve, then you must have 36 or more votes to approve the referendum. If you have 13 or more no votes, it fails.
- 1.13 ACC. Shall be a direct function of the Architectural/Landscape Director. This individual shall be a member of the Board of Directors and will work within the Board to ensure consistencies regarding Architectural regulations and Landscape functions.

## ARTICLE II

### COMMON PROPERTY

- 2.01 Conveyance of Common Property.
- (a) The Declarant, and its successors, designees and assigns interest, may from time to time convey to the Association or grant easements to the Association in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property"). The Association hereby covenants and agrees to and shall accept from the Declarant all such conveyances of any



Common Property.

- (b) The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association at any time.
- (c) may convey to the Association such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Section 2.03(iii) and 3.06.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

- (i) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;
- (ii) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each class but need not be uniform between such classes;
- (iii) suspend the voting rights, amenity use and or services of any Member and the right of enjoyment granted or permitted except as prohibited by law;
- (iv) grant easements or rights-of-way over Common Property to any municipality or other governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system, and to Declarant, or its designees;
- (v) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;
- (vi) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of the Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources;
- (vii) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, entity, individual, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of



the Restrictions;

(viii) to sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of its Members.

- 2.04 Types of Common Property. It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences and other structures intended to provide attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declarant and set forth on plats of survey of the Development and recorded in the County Records. right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees; to tend and garden same; and to generally landscape the area within the easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Development.
- 2.05 Encroachment Easements. If any buildings or other improvements initially constructed on any of the Lots, including without limitation, any eaves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof or such buildings, and which may encroach onto or over or extend into the air space of any portion of the Common Property, or conversely, if any such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment and for the maintenance, repair and replacement thereof may be designated by the Declarant and its successors in interest.
- 2.06 Delegation of Use. An Owner may delegate his right to use and enjoy the Common Property to the members of his family and his social invitees. Any delegation of rights must be made in accordance with the By-Laws and will be subject to reasonable regulation by the Board and in accordance with procedures it may adopt.
- 2.07 Maintenance. As approved and determined by the Declarant and as approved from time to time by the Association, The Association shall maintain and keep in good repair the Common Property. This maintenance shall include without limitation, maintenance, repair and replacement of all private streets and storm water detention areas for the Development.

### ARTICLE III

#### THE HOMEOWNERS' ASSOCIATION

- 3.01 Purpose, Powers and Duties of the Association the Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purposes, the Association shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.



3.02 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration.

3.03 Voting Rights. Subject to the following provisions of this Section 3.03, the Association shall have one (1) class of voting membership: Class A. Every person who is a, Owner, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person is a Class A member by virtue of an Ownership interest in, the same lot, the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and a, attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the member's sale of his lot.

No termination of a Class A membership shall affect such member' s obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for period falling after the date of such termination.

3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the By-laws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or this Declaration, the Association's By-laws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the By-laws of the Association.

(c) Casting of Votes. The votes of the members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the right of abatement, as defined in Section 8.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the restrictions within thirty (30) days after having received notice of same pursuant to the provisions of Section 5.09 or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to this Declaration; or

(c) shall be in violation of the rules and regulations of the Association relating to the use,



operation and maintenance of Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.06, the suspension may be for a period of time not to exceed sixty (60) days after the cure or termination of such violation. No suspension shall prevent an Owner's ingress to or egress from his Lot.

- 3.06 Voting Procedure. The procedure for the elections of Directors of the Association resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-laws of the Association, as each shall from time to time be in force and effect.
- 3.07 Control by Board. Each Owner by acceptance of a deed to or other conveyance of a Lot vests the Association such authority to appoint and replace directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- 3.08 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.
- 3.09 Dissolution of Corporation Prohibited Without Consent of JACKSON County Board of Commissioners. Dissolution of the Association is prohibited without first obtaining written approval from the JACKSON County Board of Commissioners.

#### ARTICLE IV

#### ASSESSMENTS AND MAINTENANCE CHARGES

- 4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. Each Owner hereby covenants and agrees, jointly and severally, for himself, his heirs, distributees, legal representatives, successors, and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained hereby shall be expressed in any such deed, as follows:
- (a) to pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;
  - (b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;
  - (c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any



penalties and interest thereon as provided in Section 4.08 hereof and costs of collection including reasonable attorney's fees;

- (d) that such continuing charge and lien on such Lots bind such Lots to the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or the instrument, except (i) such liens for taxes or other public charges as are applicable by law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair, or alteration of Structures;
- (e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessments thereafter assessed;
- (f) that all annual and special assessments (together with interest thereon as provided in Section 4.08 of this Declaration and costs of collection including reasonable attorney's fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation from delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

- 4.02 Initiation Fee for Association. Upon the sale of a Lot to any party other than the Declarant, Declarant Successor, or a builder of a Structure upon a Lot who purchases a Lot for the purposes of constructing a Structure thereon for sale to a third party for profit, the Purchaser of said Lot shall pay a one-time initiation fee to the Association in the amount to be determined by the Association.
- 4.03 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association, the payment of any taxes on any Common Property, and the payment of all principal and interest when due, all debts owed by the Association.
- 4.04 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction in the number of annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.



4.05 Annual Assessment of Maintenance Charge.

- (a) Subject to the terms of this Article, each Lot within the Property is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund". The amount of the annual assessment shall be set forth in an annual budget to be prepared by the Board of Directors covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least ten (10) days prior to the proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership. Unless requested by the Members in accordance with the provisions calling for a special meeting by the Members, as set forth in the By-laws, the budget and assessment may take effect with a special meeting and approval of vote of two-thirds (2/3) of the Members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessment in effect for the then current year shall continue; and the Board may propose a new budget at any time during the year by causing to be delivered to the Members such proposed budget and assessment at least fifteen (15) days prior to the proposed effective date. Annual assessments or maintenance charges will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments.
- (b) The annual maintenance charge and assessment will commence as to each Lot on the first day of the month following the earliest to occur of the following events: (i) upon the occupancy of a permanent dwelling located on the Lot as a residence; or (ii) upon the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy.
- (c) Neither the Declarant nor any builder who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall be subject to the annual maintenance charge and assessment. Notwithstanding the preceding, the annual maintenance charge and assessment will commence as to each Lot owned by Declarant or a builder upon the occupancy of a permanent dwelling located thereon as a residence. For the calendar year in which the sale is closed, the maintenance charge shall be prorated as of the date of closing. If required by law or upon consent by Declarant, or for any reason, Declarant is required to pay assessments for unoccupied Lots, any builder, who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall likewise be required to pay assessments with respect to any such Lots owned by them. Assessments due for each Lot owned by a builder shall equal the assessments due from regular residential Owners. In no event shall Declarant or any builder be required to pay any portion or portions of assessments which are due and payable prior to the date upon which Declarant is required to pay assessments. In addition, and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in



money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Association, who are in the business of providing such services and materials.

4.06 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association shall levy the following:

Upon the sale of a Lot to any party other than the Declarant or a builder of a Structure upon a Lot who purchases a Lot for the purposes of constructing a Structure thereon for sale to a third party for profit, the Purchaser of said Lot shall make an initial one-time capital contribution to the Association.

- (a) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the acquisition, construction, repair or replacement of a capital improvement upon Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a two-thirds (2/3) vote of Members of the Association who are present by written ballot or by proxy at a meeting duly called for such purpose. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment, the cost of nonrecurring maintenance or services deemed necessary or desirable by the Board.

4.07 Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized under Sections 4.05 or 4.06 shall be sent to all Members, or delivered to their residence, not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.08 REPAIR AND MAINTENANCE OF PRIVATE STREETS:

The Rights of Way located within and serving the Lots in the NORTHMINSTER PLACE Community, ("Rights of Way") are private and shall represent common area property owned, and maintained by the Association. The repair and maintenance of the Rights of Way shall be made and conducted in accordance with the following terms and conditions:

The Association shall be responsible for the maintenance, repair, renovations, restoration and replacement of all of the Rights of Way. Member Owners of Lots shall bear the responsibility for paying the pro rata cost for the maintenance, repair, renovations, restoration and replacement of all of the Rights of Way.



- 4.09 Effect of Nonpayment of Assessments. If any assessment or installment is not paid within fifteen (15) days after the Due Date there may be imposed a late or delinquency. If any one or more installments of any assessment is not paid within thirty (30) days after the due date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to fully pay any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs, the expenses of sale, any costs required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration. In addition to the above, if any Owner has not paid any assessment or installment, the Association shall have the right to notify any or all mortgagees having a security interest in such Owner's Lot or Lots that such Owner is in default in the performance of his obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.
- 4.10 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.
- 4.11 Storm Water Detention Facilities. To the extent required by the government of JACKSON County, Georgia, the storm water detention facilities set forth in the plat of the subject property shall be conveyed to the Association and shall be maintained by the Association as provided by the laws and regulations of JACKSON County and the State of Georgia.

## ARTICLE V

### ARCHITECTURAL CONTROL

- 5.01 Purpose, Powers and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee (The ACC) is (a) to administer and enforce the covenants and restrictions set forth in this Declaration; and (b) to assure the installation, construction or alteration of any structure on any Lot is submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Community; and (ii) as to the location of structures with respect to topography, finished ground elevation and surrounding structures.
- 5.02 Selection of the ACC. The ACC is elected by the Members and are members of the Board.
- 5.03 Meetings. The ACC shall hold meetings as required or allowed for the Board of Directors by the By-Laws.



- 5.04 Action of Members of ACC. Any member of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC. The action of such member with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval permit or authorization, subject, however, to review and modification the ACC on its own motion or appeal the applicant to the ACC as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.
- 5.05 Purpose. Powers and Duties of the ACC. The purpose of the ACC is to review and approve any proposed installation, construction, or alteration of any Structure or any Lot. All plans shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure or any Lot.
- 5.06 Design Standards. The ACC may from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:
- (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
  - (ii) governing the procedure for such submission of plans and specifications;
  - (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval of the ACC pursuant to this Declaration;
  - (iv) assuring the conformity and harmony of external design and general quality of the Development.
- 5.07 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be materially or significantly altered, unless approved by the ACC.
- 5.08 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this



Declaration; and neither the Association nor the ACC, nor any such agent shall be deemed to have committed a trespass or other unlawful act solely by entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

- 5.09 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.
- 5.10 Certification of Compliance. Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC may, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance.
- 5.11 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.
- 5.12 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

- 6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all structures erected or placed thereon.
- 6.02 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose.
- 6.03 Re-subdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.
- 6.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken upon any Lot without the prior written approval by the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of the approval



of such plans and specifications, require the use of certain means of preventing and controlling such erosion and siltation. Such means may include, by way of example and not of limitation, physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscaping.

- 6.05 Signs. No sign of any kind shall be erected by, Owner of a Lot within the Development. Notwithstanding the foregoing, residents shall have the right to erect reasonable and appropriate "For Sale" signs. The Association may erect entry signs and information signs.
- 6.06 Vehicles. The term "vehicles" as used herein shall include, without limitation, motorcycles, minibikes, scooters, go-carts, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited. Lot Owners' visitors may temporarily park on the street. No inoperable, junk or abandoned vehicles shall be allowed on the property. Government protection service vehicles will be allowed.
- 6.07 Recreational Vehicle and Trailers. Except with the express written consent of the Board, no school bus, truck, or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days. Boats, boat trailers, utility trailers and campers shall be permitted, but only if stored inside the garage, and only after obtaining written consent of the ACC. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to Declarant or any builder in the process of constructing an approved structure on any Lot.
- 6.08 Occupancy. All residences constructed on a Lot in the development must be finished with a Certificate of Occupancy issued by JACKSON County, Georgia before they may be occupied. The entire yard must be planted with grass or other suitable ground cover, and the driveway must be paved.
- 6.09 Siding Material of Dwelling. Each residence and other structures shall be constructed only of materials, and in colors, approved in writing by the ACC.
- (a) All outside home colors must follow the builder's color scheme used within the neighborhood. However, if the home owner wishes to alter the home's exterior color, the home owner shall provide a plan in writing to the Architectural/Landscape Director for review. This plan is to include color palette samples along with a detailed explanation of the change. Colors are to be selected to be compatible within the neighborhood.
- (b) All roofs shall be asphalt shingles. There must be the standard three-tab or architectural type shingles. A matching roof color must be used. Some colors or shingle design may be rejected due to incompatibility within the neighborhood. This change must be approved by the Architectural/Landscape Director.



- 6.10 Square Footage Requirements. All residences must contain a minimum of 1400 heated interior square feet. The ACC shall have the right to grant a variance as to this requirement in its discretion for good cause if it determines that any such variance does not materially interfere with the harmony or quality of said improvements as same relates to the community and standards set forth herein.
- 6.11 Garages. All garages are to be enclosed with doors. All garages must be no less than two cars in size. Unattached garages are permissible as long as such garage is constructed in the same architectural style, with the same colors as the dwelling on the Lot. Unattached garages may have single garage doors.
- 6.12 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, when outside, be on a leash or within an allowable (electric or black aluminum) fence.
- 6.13 Fences and Outbuildings. No fence, wall or outbuilding of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC. All fences shall be identical to neighborhood fences (black aluminum) with at least (1) 4ft gate.
- 6.14 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other items shall be located or screened so as to be concealed from view.
- 6.15 Firearms. The discharge of firearms in the Development is prohibited. "Firearms" includes "B-B" guns, pellet guns, and guns of all types.
- 6.16 Mailboxes. All mailboxes and stands shall be of similar style and approved by Declarant or ACC. All mailbox and stands shall be maintained in a good state of repair.
- 6.17 Nuisance. It shall be responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept that will omit foul or obnoxious odors or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, or other sound device shall be used except those devices used exclusively for security purposes or required by law.
- 6.18 Property Maintenance Requirements. The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its agents, may after a ten (10) day notice to such Owner, enter upon such Lot and have the grass, woods and other vegetation cut when and as often as, the same is necessary in its judgement, and may have dead trees, shrubs, and other plants removed. The Association, or its agents, will assess the Owner of the Lot the actual cost incurred with a



minimum cost of \$50.00 per violation to recoup its expenses in maintaining the Lot for the Owner. Although notice given as herein provided shall be sufficient to give the Association or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m., and on any day of the week except Sunday.

6.19 Swimming Pools. Swimming pools will be allowed with the prior written consent of the ACC.

6:20 Rental Houses or Renting out a Room

No homeowner will be allowed to rent their house out or allowed to rent a room out for financial gain. Example of renting: a. the amount paid by a tenant as rent. b. the amount paid by a user for the use of property: c. an income derived from rent received. Also, the homeowner of the property must live in the house. No homeowner rentals of any kind are allowed in Northminster Place, excluding the short-term rental (for parties or functions) at the clubhouse.

6:21 Occupancy of the Single-Family home. Homes in Northminster Place are to be used for single-family residents (refer to Covenants 6.02 Residents Use).

- (a) Age Restrictions. The Association expects 100% of the units, if occupied, shall be occupied by at least one person 55 years of age or older. Occupancy is restricted to the situations set out in this paragraph, temporary and limited absences excepted. Also exempted are instances where such qualifying occupancy involuntary ceases due to death, physical, or mental disability of the qualifying person 55 years of age or older. Also exempted from the provisions of this subsection (a) shall be properties not in compliance with such provisions at the time of the recording of this document; all instances of this exemption will cease upon any subsequent conveyance of the lot of residence by sale or inheritance becoming in compliance herewith or otherwise.

There shall be no child or children under the age of twenty-one (21) years of age in residency in the subdivision. Children under the age of twenty-one (21) years of age may visit the property for a period of not more than thirty (30) days in any one calendar year. No children under the age of eighteen (18) years of age may use the recreational facilities unless accompanied by an adult resident.

- (b) Verification of Occupancy: A census shall be taken every two years for every residence in the Northminster Place Jefferson Home Owners Association to confirm that the above occupancy requirements have been met. The Board shall maintain a record of this survey for the purpose in required inspections. The following documentation shall be used to verify the age of the residents. A self-certification of his or her age by an individual such as a driver's license, birth certificate, passport, military identification, or any local, state, or national official document containing a birth date of comparable reliability. An affidavit from someone who knows the age of the occupant(s) and states his/her basis for the knowledge. In the event there is a change in the occupancy shall immediately notify the Board of Directors of the Association writing of such a change.
- (c) Northminster Place Home Owner's Association will only allow your spouse, significant other, or partner to live in your home providing at least one is Fifty-five (55) years of age or older. Anyone living with you before May 24<sup>th</sup>, 2024 that is not your spouse or significant other will be grandfathered in. The Association understands there are certain conditions that we may allow for. Some of the exceptions are financial situations (a person lost the ability to afford the home independently), caretakers taking care of the husband, wife, or significant other due to health



issues, taking care of a special needs child (need to have family support and not being able to live on the own), parents that must or need to live with you due to health or financial (lost the ability to afford a house) issues. Also, if you have to become a caregiver due to some unexpected happening and the child has no other place to live, then they can stay until the age of 21. If your children must stay with you while they are moving, building a house, or lose their job, then the limit is six (6) months. If a longer time of more than six (6) months is needed, then the Board must know how much additional time is needed and why. At that time the Board must vote to approve the additional time. Any and all the above exceptions must be presented to the Board and approved by the Board.

- 6.22 Public Safety Regulations – The Board of Directors, acting through the membership, may take actions necessary as needed and approved by its members by a simple majority to set speed limits and gate timing controls to ensure the safety of our members while they may be operating their vehicles within our community, while walking with or without pets, or general management of traffic. The speed limit of vehicles shall be set at a maximum of 25 MPH on our roadways. This includes non-residents.

## ARTICLE VII

### EASEMENTS, ZONING AND OTHER RESTRICTIONS

- 7.01 Structural Support. Every portion of a dwelling or any other Structure which contributes to the structural support of another dwelling or Structure shall be burdened with an easement for structural support, and each Lot shall also have the right to lateral support which shall be appurtenant to and pass with the title to such Lots.

- 7.02 Other Easements.

- (a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of illustration and not limitation, the following:
  - (i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;
  - (ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;
  - (iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;
  - (iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and
  - (v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along entrances into the Development; including the right to



landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

- (b) No Owner shall have any right to use any easement created by the Declarant in, or over any portion of the Property unless such easement has been assigned by the Declarant to the Association .
- (c) The Declarant hereby reserves for himself, his successors and assigns, across the initial phase of the Property and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article XI hereof, perpetual easements appurtenant to said property for the following uses and purposes:
  - (i) ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths are as shown on the plat or plats recorded in connection with the initial phase of the Property and such portions of the Additional Property as are submitted to this Declaration, and such drives, roadways, walkways and paths as may be constructed in the future;
  - (ii) installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewage, storm drainage, electricity, street lights, telephone, and other utilities and services, including the right to use in common with the Owners in the initial phase of the Property and portions of the Additional Property subsequently submitted to this Declaration, and wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.
  - (iii) In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the initial phase of the Property, and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article XI hereof, to maintain, repair, replace, and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.
  - (iv) The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarant, their successors and assigns.

7.03 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

7.04 Entry. The Declarant and their employees, agents, successors and assigns, shall have the right at all times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance the provisions of this Article. The Declarant and their employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions



of Section 7.02.

- 7.05 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be constructed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations or any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

## ARTICLE VIII ENFORCEMENT

- 8.01 Right of Enforcement. This Declaration and the restrictions contained herein shall insure to the benefit of and shall be enforceable by (i) the Declarant (ii) the Association and (iii) each Owner.

8.02 Right of Abatement.

- (a) Except where different notice provisions are provided in Section 5.12 and 6.18, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.
- (b) The Right of Abatement, as used in this Section and Sections 5.12 and 6.18 hereof, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without having deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or 10%, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgement or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds which are used (1) to purchase a Lot or Lots (together with any and all structures which may from time to time be placed or located thereon) and (2) to finance any construction, repair or alteration of structures.



(c) The Association or its agents will assess the following violation fees 30 days after the violation letter has been sent out, if the issue hasn't been addressed to meet the Bylaws and Covenants. Below are the steps the Association or its agents will take.

1. The Board will send out a letter to any homeowner who commits a violation that goes against the NMP Bylaws and Covenants
2. Once the homeowner receives the Violation Letter, they have 30 days to address the issue or discuss with the board in detail.
3. If the issue hasn't been resolved or doesn't meet the Boards approval, the homeowner will be fined \$10.00 a day until the issue has been resolved.
4. After each 100 days or \$1,000 in fines has accrued, the Board will put a Lien on the home. This Lien will continue to increase and not be removed until the homeowner fixes the issue and pays the total amount of the fine to the Association.
5. If the homeowner plans to sell their home the closing attorney will not close until he collects the HOA Lien and it's cleared up with the Association.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity.

8.04 Collection of Assessment and Enforcement of Lien.

- (a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fee.
- (b) As an additional remedy, but in no way as a limitation, the remedies, if any assessment, interest, cost, or other charge is not paid as required by this Declaration, each Owner hereby grants the Association and its assigns the following irrevocable power of attorney: To sell said Lot or Lots subject to lien at auction, at the usual place for conducting sales as the courthouse in JACKSON County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for JACKSON County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns may offer listing and purchase as such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so made by the



Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner. The conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or the charges due, together with all costs and expenses of the sale and fifteen percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power of attorney and agency hereby granted are coupled with an interest and are irrevocable death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 8.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as any violation or breach occurring prior or subsequent thereto.

## ARTICLE IX INSURANCE

- 9.01 Insurance (other than title insurance) which shall be obtained by the Association shall be governed by the following provisions:

- (a) Types of Insurance. The Association shall obtain and maintain the following insurance policies:
- (i) A multi-peril casualty insurance policy covering the common elements, providing as a minimum, fire and extended coverage, vandalism and malicious mischief, on a replacement cost basis in an amount net less than 100% of the full replacement cost of the common elements within the Community. The name of the insured under such casualty insurance policy shall be stated as follows: "NORTHMINSTER PLACE JEFFERSON Homeowners' Association, Inc. for the use and benefit of the individual Lot Owners in NORTHMINSTER PLACE, JACKSON County, Georgia". The amount of coverage of such casualty insurance policy shall be readjusted by reappraisal or reevaluation of the insured property, not less frequently than once every five years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear.
  - (ii) A comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners. Such liability insurance policy shall cover the Association, the Board of Directors, the officers of the Association, all agents and employees of the Association, and all unit Owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for property damage, with a cross liability endorsement to cover the Lot Owners as a group and shall include protection for damage to the property of others.



- (iii) Such other insurance policies as the Board of Directors shall deem desirable for the benefit of the Association; its Officers and Directors or the Lot Owners.
- (b) Minimum Qualifications of Insurance Carriers. Each policy of insurance which the Association is required to maintain under the provisions of this Declaration shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.
- (c) Minimum Qualifications of Insurance Policies of any mortgage upon any unit from collecting insurance proceeds, and (d) contain or have attached a mortgage clause which provides that the insurance carrier shall notify in writing. All policies of insurance which the Association is required to maintain under the provisions of this Declaration shall (a) not allow contributions or assessments to be made against the Owner of any Lot, or the holder of any mortgage upon any Lot, (b) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders, or members, (c) not include any limiting clauses (other than insurance conditions) which could prevent any Lot Owner or the holder all holders of first lien mortgages on any of the units at least ten (10) days in advance of the effective date of any reduction in, cancellation, or non-renewal of such policies.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Lot Owners or mortgagees, and no Lot Owner shall be entitled to exercise his right to maintain any additional insurance coverage in such a way as to decrease the amount which it may have in force on the Property at any particular time.

## ARTICLE X

### DURATION AND AMENDMENTS

- 10.01 Duration. The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law.
- 10.02 Amendments.
- (a) These covenants may be amended unilaterally at any time by Declarant so long as Declarant has the right unilaterally to subject additional property to the Declaration; or if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to these Covenants; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to these Covenants; or if such amendment is necessary to enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants, provided any such amendments shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.



- (b) These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners.

ARTICLE XI  
ANNEXATION

The Association shall have the option and right, from time to time, through the Board, to submit all or portions of any Additional Property to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property.

ARTICLE XII  
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on residences in the Development. The provisions of this Article apply to both this Declaration and to By-Laws, notwithstanding any other provision contained therein.

12.01 Special Mortgage Provisions:

- (a) As used in this section, the term "Eligible Holder" shall mean a holder, insurer or guarantor of a first mortgage on a Lot which has requested notice in accordance with the provisions of Section 12.01(b).
- (b) A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:
  - (i) Any proposed amendment of the Declaration affecting a change in (A) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (B) the interests in the Common Property or the liability for common expenses appertaining thereto; (C) the number of votes in the Association appertaining to any Lot; or (D) the purposes to which any Lot or Common Property are restricted;
  - (ii) any proposed termination of the administration of the Common Property pursuant to this Declaration;
  - (iii) any condemnation loss or any casualty loss which affect a material portion of the property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;
  - (iv) any delinquency in the payment of assessments or charges owed by a<sup>1</sup> Owner of a Lot subject to a first mortgage held by such eligible holder which remains uncured for a period of sixty (60) days;



- (v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (vi) any proposed action which would require the consent of a specified percentage of eligible holders, as specified herein; and
- (vii) an annual financial statement, or audit if available, of the Association for the immediately preceding final year, free of charge.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.02 Failure of Mortgagee to Respond. Any mortgagee who requires a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the Association's request.

These Covenants, Conditions and Restrictions (Declaration) for Northminster Place Jefferson as recommended by the Legal Review Committee and accepted by the Northminster Place Jefferson HOA Board of Directors, has been approved by the Members of the Home Owners Association on April 5<sup>th</sup>, 2025.

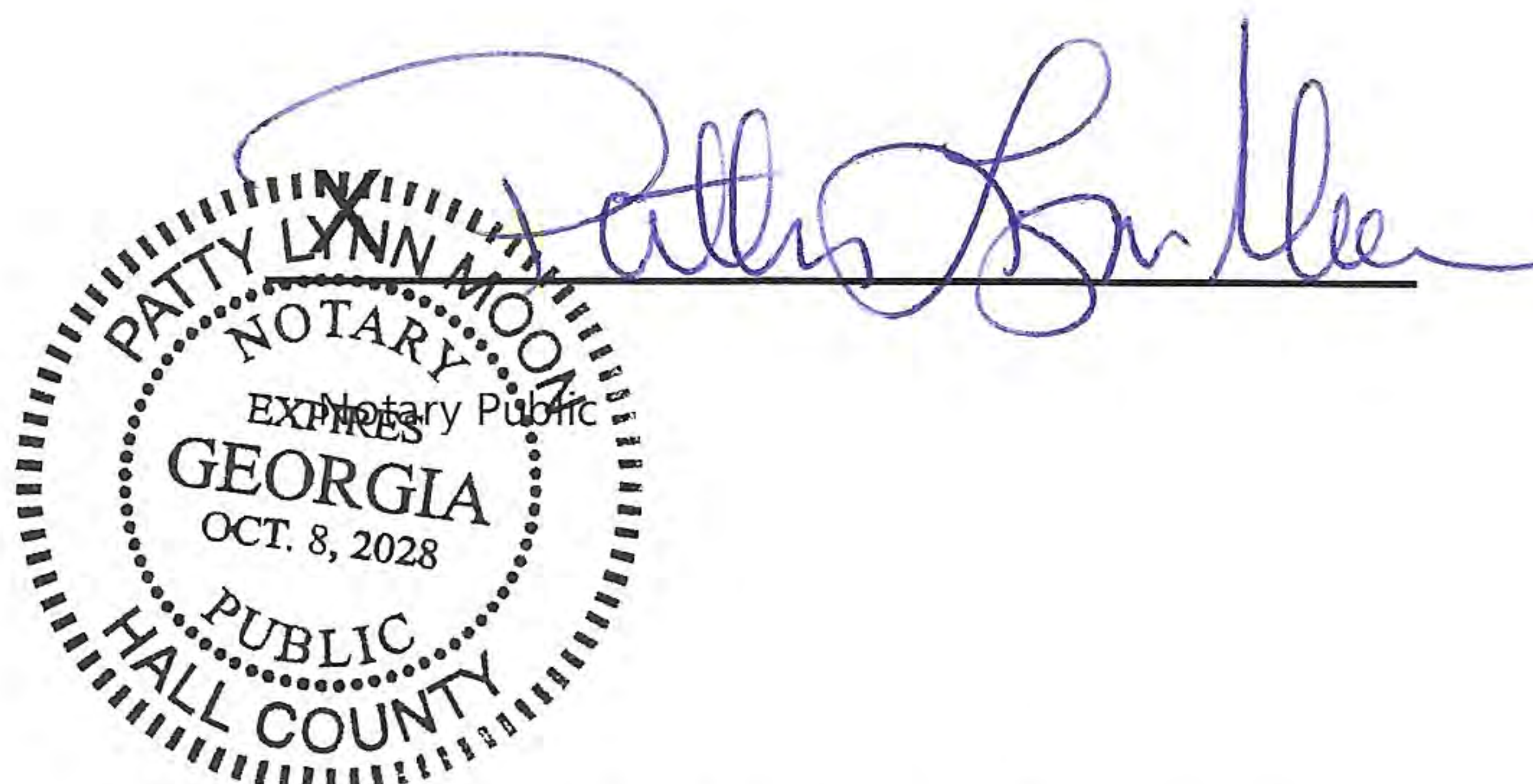
This document replaces and supersedes all previous versions of this Declaration.

X

William J. Connell  
President & CEO

X

Mahlon Stevan Ross  
Vice-President



See attached Supporting Documents



EXHIBIT "B"  
Sworn Statement of the President of  
Northminster Place Jefferson Homeowner's Association Inc

STATE OF GEORGIA  
COUNTY OF JACKSON

**Re: Northminster Place Homeowner's Association Inc Declaration of Covenants,  
Conditions and Restrictions Amendments**

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposed and states under oath that:

1. Deponent is the current President of the Northminster Place Homeowner's Association Inc and was so also on the date and time of the specially called meeting to address this Amendment to the Declaration of Covenants, Conditions and Restrictions.
2. Deponent is duly qualified and authorized to make this affidavit and knows the facts contained herein of his or her own personal knowledge.
3. On March 4<sup>th</sup>, 2025, a duly noticed, specially called Meeting was held by the Association for the purpose of discussing and recording a vote on this Amendment to the Declaration of Covenants, Conditions and Restrictions and at this meeting, a quorum of both the Board for the Association and of the Members of the Association being present. The written votes cast on April 5<sup>th</sup>, 2025 of **44/48 (91.6%)** Members of the Association were counted and recorded by myself and members of the Board, and said amount is greater than the requisite minimum three-quarters (3/4) (75%) of the total votes of the Association needed for approval.
4. Members holding at least three-quarters (3/4) (75%) of the total votes in the Association have approved this Amendment.
5. Deponent makes this Affidavit pursuant to the Official Code of Georgia Annotated §44-2-20.

This, the 5<sup>th</sup> day of April, 2025.

By: *William J. Correll*

Name: *William J. Correll*

Sworn to and subscribed  
Before me this 7 day of April, 2025

*Patty Lynn Moon*  
Notary Public

My Commission Expires: 10/8/28

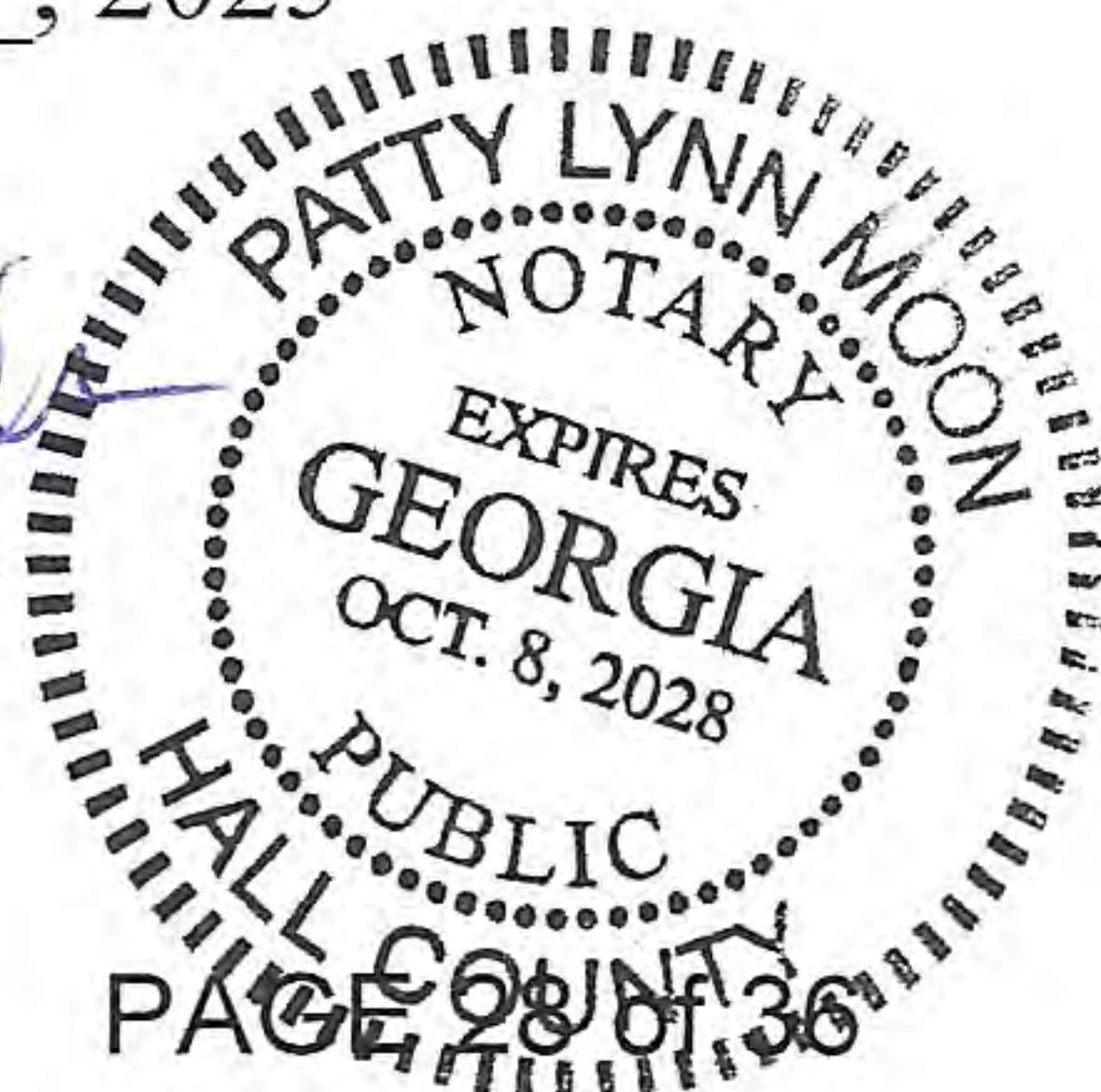




EXHIBIT "C"  
Sworn Statement of the Secretary of  
Northminster Place Jefferson Homeowner's Association Inc

STATE OF GEORGIA  
COUNTY OF JACKSON

**Re: Northminster Place Homeowner's Association Inc Declaration of Covenants,  
Conditions and Restrictions Amendments**

Personally appeared before me, the undersigned deponent, who, being duly sworn, deposed and states under oath that:

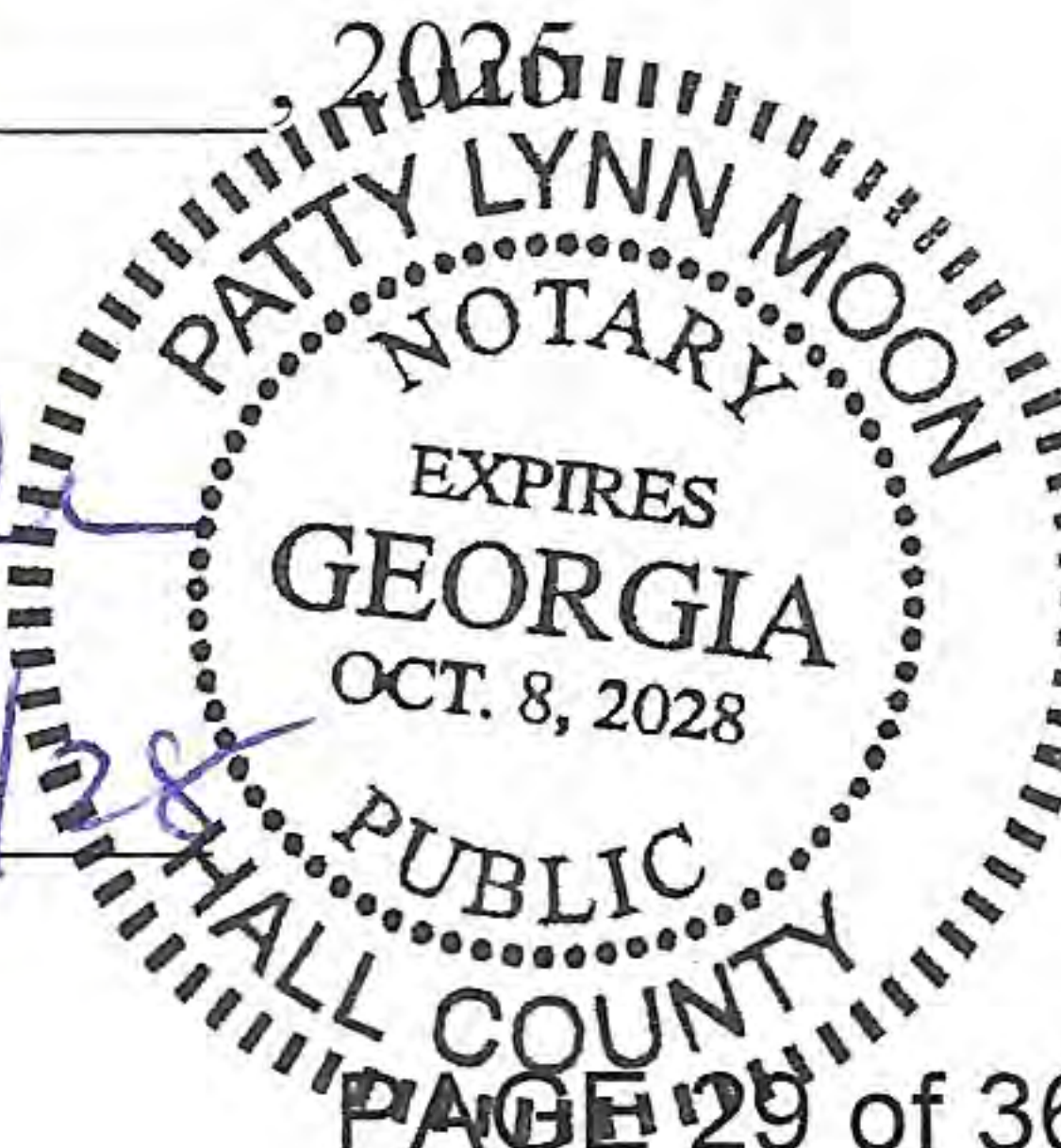
1. Deponent is the current Secretary of the Northminster Place Homeowner's Association Inc and was so also on the date and time of the specially called meeting to address this Amendment to the Declarations of Covenants, Conditions and Restrictions.
2. Deponent is duly qualified and authorized to make this affidavit and knows the facts contained herein of his or her own personal knowledge.
3. On March 4<sup>th</sup>, 2025, a duly noticed, specially called Meeting was held by the Association for the purpose of discussing and recording a vote on this Amendment to the Declaration of Covenants, Conditions and Restrictions and at this meeting, a quorum of both the Board for the Association and of the Members of the Association being present. The written ballot votes cast on April 5<sup>th</sup>, 2025 of **44/48 (91.6%)** Members of the Association were counted and recorded by myself and members of the Board, and said amount is greater than the requisite minimum three-quarters (3/4) (75%) of the total votes in the Association needed for approval.
4. Members holding at least three-quarters (3/4)(75%) of the total votes in the Association have approved this Amendment.
5. Deponent makes this Affidavit pursuant to the Official Code of Georgia Annotated §44-2-20.

This, the 5<sup>th</sup> day of April, 2025.

By: Constance L Perkins  
Name: Constance L Perkins

Sworn to and subscribed  
Before me this 7 day of April, 2025

[Signature]  
Notary Public  
My Commission Expires: 10/8/28

  
PAGE 29 of 36







Plat Dec: FLA1  
Recorded 09/05/2018 11:15AM  
Carmie W. Thomas  
Clerk Superior Court, JACKSON  
County, Ga.  
Bk 00071 Pg 0619-0621  
Participants: 08532450B9

Exhibit "g" - PLA

THE EVIDENCE PRESENTED FOR THE CASE  
OF THE SARKIS OYSTERS

- [illegible]

- [illegible]

[illegible][illegible]

<sup>(1)</sup> (iv) *may* have the obligation of attending such persons to the lot that is the subject of the sale, either personally, or by a duly qualified agent, and, in the latter case, the agent must be a person who is duly qualified to receive and convey land.

[illegible][illegible]

16-528 Stuck  
Cedarland Development  
1971 Santa Barbara Way  
Santa Barbara, CA 93105

RE: R-02-133

ROAD RECORD \* 33 FEET  
20' BUILDING \* 13 FEET  
30' ACCESSORY BUILDING \* 9 FEET  
ROAD ACCESSORY BUILDING \* 10 FEET

This letter will serve as your official notification on December 15, 2006, that the Office of New Council Voters is treating all new voters on Wichita Road and County in POC (City) for the purpose of a single primary election, regardless of whether they are currently registered voters. If you are currently registered as a voter, you will have to re-register for the November 6, 2006 election. Please fill out the voter registration card and mail it to the Office of New Council Voters at the address below.

Enclosed is a copy of the City Council's action as shown in the minutes of December 15, 2006.

*[Handwritten signature]*

DINA PAUL P.O. BOX  
Lawrenceville, Georgia 30046

Director of Training & Development

/s/

Enclosure

# FINAL PLAY FOR: NORTHMINSTER PLACE

CITY OF JEFFERSON  
JACKSON COUNTY, GEORGIA  
FEBRUARY 14, 2017  
GMD 257  
SITE ADDRESS:  
396 WILHITE ROAD

VICINITY MAP  
NTR

FRM PANEL - No. 13157C0145C MA  
NTA

The sole engineer responsible for the design of water under sewer lines within this subdivision to be installed, hereby certifies that said water and sewer lines have been designed in accordance with the applicable specifications of the utility provider(s) and the requirements of this land use management order.

*Handwritten signature*

DATE 08/14/18

NAME Mike W. Gordon, P.E.

(print)

UNITY MEDICATION CERTIFICATE

[illegible]

ST. JEFFERSON HAS NO RESPONSIBILITY TO

*W.C.C.*

Operations of the water works plant and the sewage treatment plant are controlled from the central pumping station, and the water supply is controlled from the water works plant. The water works plant is situated in the city of London.

*W.C.C.*

Operations of the water works plant and the sewage treatment plant are controlled from the central pumping station, and the water supply is controlled from the water works plant. The water works plant is situated in the city of London.

**OWNER'S CERTIFICATE**

THE OWNER OF THE LAND SHOWN ON THIS PLAN AND WHICHE SAME IS DESCRIBED HEREIN, HEREBY CERTIFIES THAT THE SAME HAVE BEEN EXAMINED AND FOUND TO BE THE SAME AS SHOWN ON THE PLAN, AND THAT THE SAME ARE NOT SUBJECT TO ANY OTHER RIGHTS OR INTERESTS, AND THAT THE SAME ARE NOT SUBJECT TO ANY OTHER CLAIMS OR ENCUMBRANCES.

*W.C.*

Alma Eick  
WITNESS  
Judy Schmoor  
DOWN FILE

**WATER AND SEWER PROVIDER CERTIFICATION**

ALL OF THE REQUESTED INFORMATION IS RELEVANT TO ONE OF JEFFERSON'S POWERS AND FUNCTIONS AND NOT SHOWN ON THE CONTINUING DISCLOSURE CHARTER.

JEFFERSON HAD A WORKER IS NOT RESPONSIBLE FOR THE ACTIVITY OF THE POLICE IS THE SOLE RESPONSIBILITY OF THE DIVISION OF RECORDS AND CRIMINALS.

Age Group	Percentage of Respondents
18-29	85
30-49	75
50-69	80
70+	85

[illegible][illegible]

THE REGISTERED LAND SURVEYOR PLACES CERTIFICATES THAT THIS MAP, PLAN, OR PLAN COINCIDES WITH THE MAPS AND SURVEYS OF THE STATE BOARD OF REGISTERED LAND SURVEYORS, DEDICATING AND VOUCHING FOR THE ACCURACY OF THE SAME. COPIES: CLERK, COMMISSIONER, JUDGE, etc.

*[Signature]* 2/14/19

REGISTERED GENERAL LAND SURVEYOR No. 2002

DATE

OWNER/DEVELOPER  
B4411C

177, 178

1100 SUMMIT DRIVE  
WATKINSVILLE, GA 30677

**24-HR EMERGENCY CONTACT**

(706) 254-2886

PREPARED BY

**de**  
**DEVELOPMENT**  
planning & engineering, inc.  
civil, sanitary, & transportation  
survey

BUFORD, GEORGIA 30518

(770) 271-2868  
(770) 271-0779 FAX

www.dpengr.com

L.S.F. #000757

NOTE: NO MORE THAN 16.0% OF THE TOTAL .49330 E.F. FAMILY RESIDENTIAL PERMITS IN THIS SUBDIVISION SHALL BE ISSUED BY THE JEFFERSON DEPARTMENT OF PLANNING AND DEVELOPMENT UNTIL A DEVELOPMENT PERMIT IF REQUIRED IS ISSUED FOR FUTURE COMMUNITY RECREATION (BETWEEN LOTS 24 AND 26). IMPROVEMENTS ARE CONSTRUCTED, AND A CERTIFICATE OF OCCUPANCY IS ISSUED FOR THE RECREATION BUILDING.

THIS SUBMISSION IS SUBJECT TO THE CONDITIONS  
AND RESTRICTIONS RECORDED ON \_\_\_\_\_ 2016  
FED ID# \_\_\_\_\_ PAGE \_\_\_\_\_

THIS DEVELOPMENT IS OUTSIDE OF ALL  
OVERLAY DISTRICTS AS DEFINED BY THE  
QUAD CITIES LAND USE MANAGEMENT CODE

THE FIELD DATA UPON WHICH THIS USE OF PLANT IS BASED HAS A CLOSING PROXIMITY OF ONE DAY IN 24,000 FEET AND AN AVERAGE HEIGHT OF 40 FEET ABOVE PLANT, AND WAS OBTAINED USING THE LAMIN SQUARES METHOD.

THIS RATE OF PLANT GROWTH CALCULATED FOR GROWING AND IS FOUND TO BE AN ACCURATE WITHIN ONE FOOT IN 99,125 FEET.

No.	DATE	BY	
7			
6			
5			
4			
3			
2	07/20/18	JCS	
1	04/10/18	JCS	ADDRESS COMMENTS SUBMITTAL FOR REVIEW DESCRIPTION



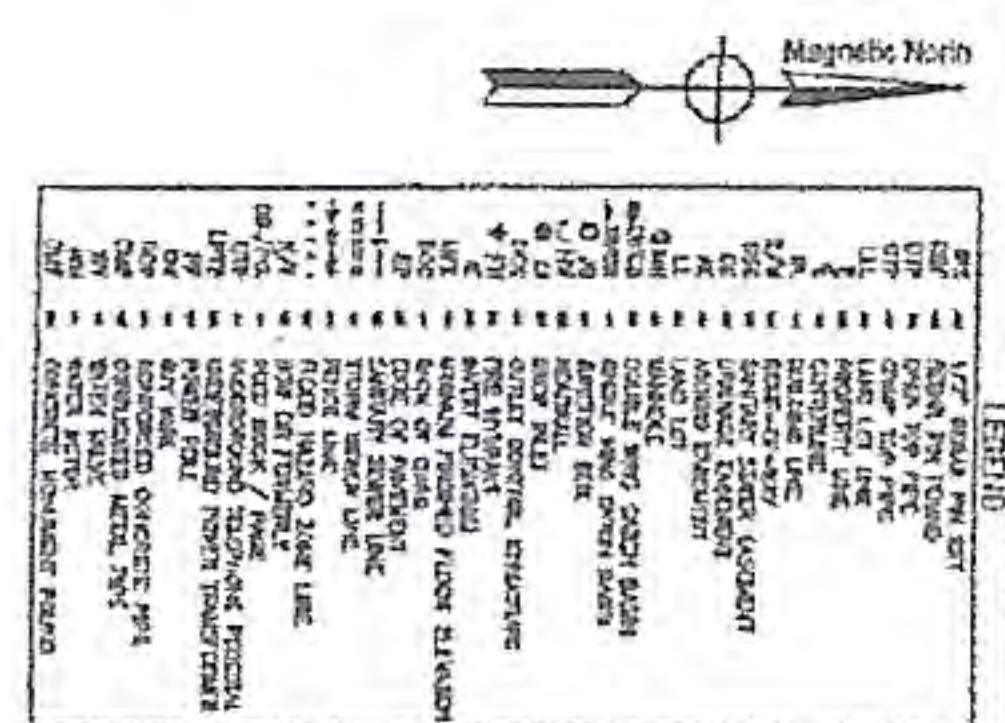
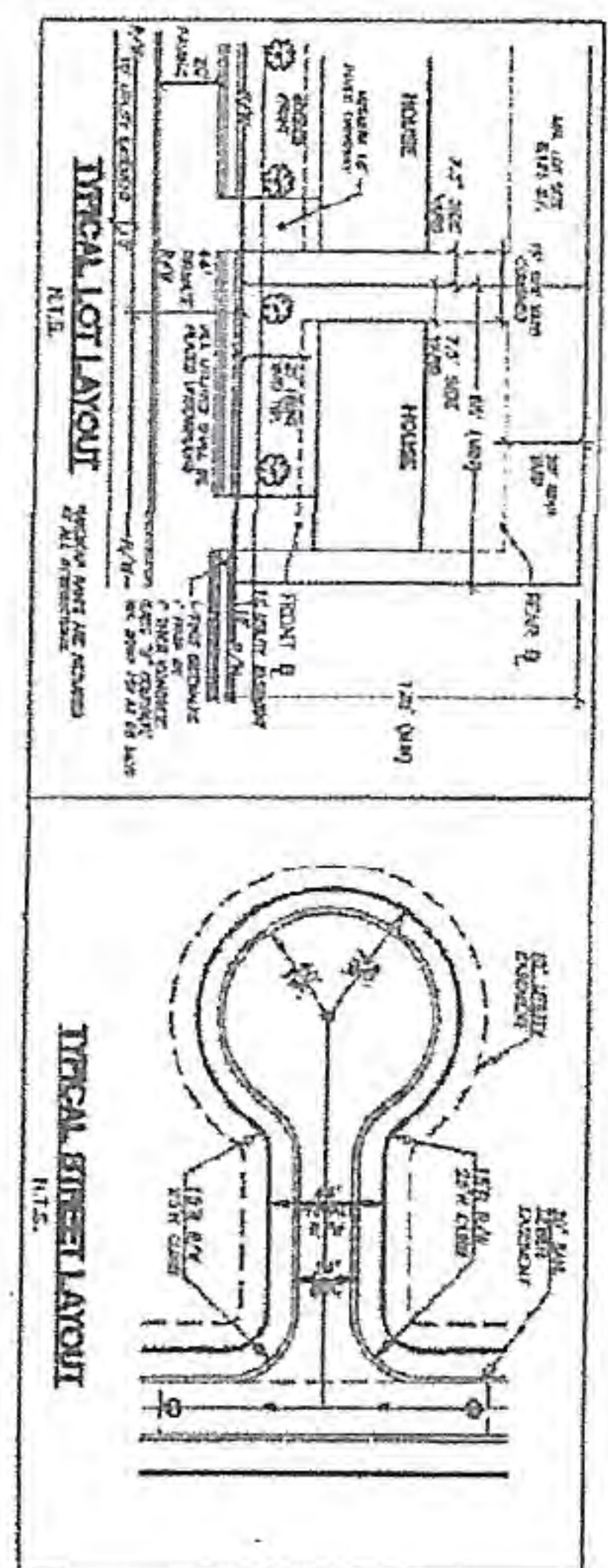




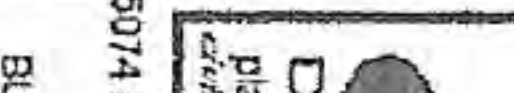

[illegible]

CENTERLINE CURVE TABLE			
CLINE	LENGTH	PIVOTS	BEARING
C1D0	348.00'	260.00'	164°39'18"E
C2D0	148.98'	400.00'	148.10'
C2D1	87.95'	400.00'	585°13'47"E
C2D2	51.01'	400.00'	589°52'56"E

Year	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428
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[illegible]

SEE SHEET 2 OF 3

		5074 BRISTOL INDUSTRIAL WAY SUITE A BUFORD, GEORGIA 30618 (770) 271-2668	
PREPARED FOR: <b>P44, LLC</b> 7100 SUMMIT DRIVE WATKINSVILLE, GEORGIA 30677		(700) 254-2865 <b>MR. MATT RICHARDSON</b>	
PROJECT NAME: <b>NORTHMINSTER PLACE</b>		TASK: <b>FINAL PLAT</b>	
PROJECT INFORMATION: NORTHMINSTER PLACE Project Name DE-429 Project Number GA HWY/RT 15 AND WHITE ROAD Project Address GMD 237 GMD DISTRICT TAX MAP #5-000A SIGNED BY: JEFFERSON JACOBSON COUNTY: GEORGIA County Book			
DESIGN DATE 02/14/17		SHEET 3 of 3	



Appendix B-1

Legal Description of Common Property for Northminster Place Jefferson  
From Quit Claim Deed of P44, LLC dated October 20, 2023

All that certain tract or parcel of land and improvements thereon situate, lying and being in the 257<sup>th</sup> G.M.D of Jackson County, Georgia, and being more particularly shown as Future Community Recreation/Open Space, containing 1.978 acres, more or less, on a plat of survey entitled "Final Plat For: Northminster Place" dated September 20, 2018, prepared by DPE Development Planning & Engineering, Inc., and certified by Jon G. Stubblefield, Registered Land Surveyor No. 2599, recorded September 20, 2018 in Plat Book 71, Page(s) 642-644, in the Office of the Clerk of Superior Court for Jackson County, Georgia, which plat is by express reference hereby incorporated herein for a more full, complete and accurate description of the property herein described.

**Current Tax Parcel ID: 052D REC**

AND;

All that certain tract or parcel of land and improvements thereon situate, lying and being in the 257<sup>th</sup> G.M.D of Jackson County, Georgia, and being more particularly shown as Open Space, containing 3.621 acres, more or less, on a plat of survey entitled "Final Plat For: Northminster Place" dated September 20, 2018, prepared by DPE Development Planning & Engineering, Inc., and certified by Jon G. Stubblefield, Registered Land Surveyor No. 2599, recorded September 20, 2018 in Plat Book 71, Page(s) 642-644, in the Office of the Clerk of Superior Court for Jackson County, Georgia, which plat is by express reference hereby incorporated herein for a more full, complete and accurate description of the property herein described.

**Current Tax Parcel ID: 052D OS**

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## Appendix B-3