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**DECLARATION OF PROTECTIVE COVENANTS
FOR
BRIDLEGATE SUBDIVISION**

[Including Mandatory Repurchase Requirement and Mandatory Builder Requirement]

THIS DECLARATION OF PROTECTIVE COVENANTS FOR BRIDLEGATE SUBDIVISION, is made and declared as of the 4th day of October, 2004 by DBH, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant"), for BRIDLEGATE SUBDIVISION (hereinafter referred to as the "Subdivision") pursuant to Final Plat of said subdivision recorded in Plat Book 35, Page 3738, Records of Oconee County, Georgia (hereinafter referred to as the "Plat"),

WITNESSETH

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being a subdivision of all of those certain lots, tracts or parcels of land lying and being in the 225TH District, G. M. of Oconee County, Georgia and being more particularly described on the above-referenced plat of survey, same being incorporated herein and made a part hereof by this reference; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant for a period of twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided.

1. *Land Use and Building Type.* No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling unit and one ancillary building in keeping with the general scheme of residential use and being ancillary thereto. **Slab-on-grade type residential home construction shall not be permitted on any Lot.**

2. *Architectural Control.* No building or ancillary building shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure has been approved by the Architectural Control Committee, as described in Paragraph 17 below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be obtained as provided in Paragraph 17 below.

3. *Dwelling, Cost, Quality and Size.* It being the intention and purpose of this covenant to assure that all dwellings shall be of the quality of workmanship and materials, and of a minimum size, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than **Twenty Four Hundred (2400)** square feet for one-story dwellings nor less than **Twenty Six Hundred (2600)** square feet for two-story dwellings. All dwellings must be erected in conformity with Oconee County regulations concerning minimum standards. All dwellings must be constructed to meet the minimum efficiency standards of Georgia Power Good Cents Home Certification requirements.

4. *Building Location.* No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side lines than the minimum building set-back lines shown on the Plat. For the purposes of this covenant, steps and walkways shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

5. *Easements.* Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat. Easements for other matters shall be as shown on the Plat and shall be recognized and preserved by all Lot owners. Such easements include: (i) sign and landscape easement at entrance, (ii) various drainage easements, (iii) various slope maintenance and grading easements, (iv) 25 foot state waters buffers along each side of creeks and branches, (v) 50 foot undisturbed environmental buffers along creeks and branches, (vi) 75 foot Horse Trail Easements along all perimeter Lot lines and various interior Lot lines, (vii) storm water detention facilities and drainage easements, and (viii) Well Protection Zones around the two well lots and 30 foot Well Access Easement, all as shown on the Plat.

6. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.

7. *Temporary Structures.* No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either

temporarily or permanently.

8. *Fences.* All fencing and walls must be approved by the Architectural Control Committee prior to installation.

9. *Clothes Lines and Tanks.* No clotheslines, drying racks or fences used for drying clothes shall be constructed or permitted on any lot. No exposed above ground tanks shall be permitted for the storage of fuel, water or any other use.

10. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than four (4) square feet advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales period or to advertise an established model home.

11. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

12. *Livestock and Poultry.* No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. *Sewerage Disposal.* No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

15. *Common Area Maintenance.* Any common areas and elements shall be maintained by the Declarant, or the Association once Declarant relinquishes control as provided herein, and all costs for maintenance, repair, improvement, and insurance shall be lien assessable against the Lot Owners as provided for herein.

16. *Storm Water Detention Facility and Drainage Easements.* In addition to any other common elements associated with Property, all stormwater detention facilities and their related easements as shown on the Plat shall be common elements to be collectively maintained by each and every Lot owner in the Subdivision at their common expense. These elements shall be maintained by the Association and all costs for maintenance, repair, improvement, and insurance shall be lien assessable to the same extent as for other common element expenses as provided for herein. In the event that an Association is not formed, or once formed is abandoned, nevertheless, each Lot owner shall be and

remain responsible and liable for an undivided one/twenty-fifths (1/25th) prorata share of the actual costs associated with the care, maintenance, repair or replacement of all stormwater detention facilities. In the event of a Lot owner's failure to so pay its prorata share of such expense(s), any other Lot owner within the Subdivision shall have the right to enforce the payment for such expense and to place a lien of record on the deed records of Oconee County, Georgia against the noncomplying Lot owner and such owner's Lot.

17. *Architectural Control Committee.* The Architectural Control Committee shall be composed of the Members of **DBH, LLC**. The majority of the Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The approval or disapproval of the Architectural Control Committee as required by this instrument shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to it, then the approval of the Architectural Control Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made. For any lot owner, or its agent, to rely on the provisions of this section for failure of the Committee to respond with the time period designated, any such person or entity seeking approval of plans and specifications must first have made such request in writing and transmitted same to Architectural Control Committee via certified mail, return receipt requested to **Post Office Box 369, Watkinsville, Georgia 30677**, or such other address as the Committee may designate.

18. *Insurance.* The Declarant, and after the Declarant has relinquished control of the management of the Subdivision and the within restrictions to the Homeowners' Association as provided herein the Board of Directors of the Association or its duly authorized agent, shall have the authority to and shall obtain insurance for all improvements on the common areas, including the storm water detention facilities, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a multi-peril public liability policy covering the common areas and storm water detention facilities and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained shall be written in the name of the Association and all such policies shall be written by accompanied license to do business in the State of Georgia, and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

19. *Homeowner's Association.*

19.1 *The Association.*

The Declarant, upon relinquishing control of the common areas and elements, will cause to be formed and incorporated under the laws of the State of Georgia a non-profit Homeowners Association to manage the common areas and elements, storm water detention facilities, and otherwise enforce these covenants.

19.2 Membership.

Every person who is an Owner of a Lot shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

19.3 Classes of Membership; Voting Rights.

The Association shall have one class of membership.

19.4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

19.5. Meetings of the Membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members of the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration, in the By-Laws of the Association as amended from time to time or by law.

20. Assessments.

20.1. Creation of the Lien or Personal Obligation for Assessments.

Each Lot owner, by acceptance of a deed or other conveyance for any lot being a part of the Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Declarant or the Association, as the case may be: (a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interests thereon on the land, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment fell due.

20.2. Purpose of Assessment.

The assessments levied under this Section 20 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement, insuring and maintaining the common areas and elements and other facilities related thereto devoted to such purposes and related to the use and enjoyment of the Property, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of the

Subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Section 20 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the common areas and elements and other facilities and the entrance area or areas.

20.3. Basis of Annual Assessments.

The annual assessment allocated and charged to each lot owner shall be set annually by the Declarant or the Board of Directors of the Association, as the case may be.

20.4. Special Assessments.

Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the common areas and elements, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the annual assessment by an amount in excess of what is authorized by this Section.

20.5. Equality of Assessment among Lots.

No Lot within the Property shall bear a higher assessment than any other Lot within the Property.

20.6. Date of Commencement of Annual Assessments; Due Dates.

(a) The Declarant, or the Association's Board of Directors as the case may be, shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least ten (10) days in advance of each annual assessment. Unless otherwise provided by the Association's Board of Directors, the entire amount of the annual assessment for each Lot shall become due and payable to the Declarant or Association, as the case may be, on the 15th day of January of each year and shall be paid without further notice; provided however that in the event the Declarant or the Board of Directors shall fail to send written notice of the annual assessment to members at least ten (10) days prior to the annual assessment period the payment for the annual assessment shall not be due until ten (10) days after such notice is given; the failure to notify ten (10) days prior to the annual assessment period shall not however reduce the amount of the assessment due and payable.

The annual assessment shall be established on a calendar year basis and shall commence as to each member when he or she becomes a lot owner.

The first annual assessment payable with respect to a Lot shall be adjusted according to the

number of days remaining in the calendar year following the date of purchase of a Lot.

(b) The Declarant, or the Association as the case may be, shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

20.7. Effective Nonpayment of Assessment: the Personal Obligation; the Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with such interest thereon and the cost of the collection thereof if hereinafter, thereupon become a continuing lien on the delinquent owners' property which shall bind such property in the hands of the then owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such owners and successors in title creating any indemnification of the owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or twelve percent (12%) per annum, and the Declarant, or the Association as the case may be, may bring legal action against the owner personally obligated to pay the same or foreclose its lien against such owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding and lower equity. The lien provided for in this Section shall be in favor of the Declarant, or the Association as the case may be, and shall be for the benefit of all other members. The Declarant, or the Association as the case may be, acting on behalf of the other members shall have the power to bid in the owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas and elements and facilities. The Declarant, or the Association as the case may be, shall not waive any liens or rights it may have against any member or such member's Lot without the approval of holders of fifty-one percent (51%) or more of the vote of those then entitled to vote all classes of membership.

(c) If the assessment is not paid within thirty (30) days after the due date, the Declarant, or the Association as the case may be, may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the common areas and elements and facilities and the right to receive and enjoy such servicing and other benefits as may then be

provided by the Association. Any such suspension shall not affect such members obligation to pay assessments, due during the period of such suspension and shall not effect the permanent charge and lien on such members property in favor of the Association.

20.8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any restrictive property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date of the mortgage as filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgage property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgage property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder become due after such sale and transfer.

21. *Mandatory Builder Requirement.* Only those builders and contractors approved by the Declarant shall be authorized to construct dwellings on any Lot. The approved builders and contractors shall be Dickens Builders, Inc. and Bell-Harrison, Inc. unless otherwise approved by the Declarant in writing.

22. *Mandatory Sale/Repurchase Rights of Declarant.* Declarant reserves a right of first refusal, and each Lot owner, by acceptance of a deed of conveyance for any Lot within the subdivision, hereby acknowledges such reservation, that should any Lot owner desire to sell, transfer or convey a Lot (with or without consideration, but not including any deed to secure debt to secure purchase money financing or refinancing for any such Lot) prior to constructing a dwelling thereon, such Lot owner shall first offer to Declarant said Lot for repurchase. The repurchase price shall be equal to the contract sales price such Lot owner paid for such Lot, and shall not include any closing costs or loan fees associated with the closing of such sale. Declarant shall have ninety-six (96) hours after receipt of notice by a Lot owner of such Lot owner's desire to sell a Lot hereunder to enter into a binding agreement for the sale and purchase of any such Lot. Such Notice shall be transmitted to Declarant via certified mail, return receipt requested, to Post Office Box 369, Watkinsville, Georgia 30677. Any

waiver of this right of first refusal shall be in writing and signed by an authorized Member of DBH, LLC. Should a Lot owner construct a dwelling on such Lot owner's Lot, this right of first refusal shall expire automatically, and future purchasers and lenders may rely solely on a visual inspection of the Lot to confirm construction of such dwelling and expiration of this right of first refusal.

23. *Term.* The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically extended for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

24. *Enforcement.* Enforcement of the covenants contained in this instrument shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or in the case of Paragraph No. 22, to enforce the repurchase rights of Declarant.

25. *Severability.* Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions of this instrument which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

DBH, LLC.

Executed in the presence of: Title:

[Signature]
Unofficial Witness

By: [Signature]
Title: MEMBER

[Signature]
Notary Public
Commission Expiration Date
[NOTARIAL SEAL]

