

d wilkin
235 davis road, aug, ga 30907
04-

CLERK OF SUPERIOR COURT
COLUMBIA COUNTY, GEORGIA
FILED IN OFFICE

2004 MAR 24 AM 10:44

3748
CINDY MASON, CLERK

STATE OF GEORGIA)
COUNTY OF RICHMOND)

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

TYLER WOODS SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 18th day of March, 2004, by ASHLEIGH PROPERTIES, LLC., hereinafter referred to as the "Developer".

WITNESSETH THAT

WHEREAS, the Developer is vested with fee simple title to certain real property located in Columbia County, Georgia and being described in Exhibit "A" hereto attached and incorporated herein by reference (the "Property").

WHEREAS, it is to the interest, benefit and advantage of the Developer and to each and every person who shall hereafter purchase a Lot as shown on the Record Plat of Tyler Woods Subdivision for Ashleigh Properties, Inc. by James G. Swift & Associates, dated December 29, 2003 and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia (the "Plat") that certain Protective Covenants and Restrictions governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

Recorded 03/24/2004 10:44AM

Deed
Doc:COV

CINDY MASON
Clerk Superior Court, Columbia County
B 04210 p 0037-0048

NOW, THEREFORE, for and in consideration of the premises and benefits to be derived by the Developer and each and every subsequent Lot Owner, said Developer does hereby set up, establish, promulgate and declare the following Protective Covenants and Restrictions to apply to all of said tracts and to all persons owning said tract or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through the Developer.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a) "Association" shall mean the Tyler Woods Association, Inc, a Georgia non profit corporation.
- b) "Architectural Review Committee" or "ARC" shall mean the two person committee as named by the Developer to approve or disapprove the erection and maintenance of improvements upon a Lot as set out in Article II herein after. After the sale of all Lots to Owners other than the Developer, the ARC shall be appointed by the Board of Directors of the Association.
- c) "Developer" shall mean Ashleigh Properties, LLC, its successors and assigns.

d) "Lot" shall mean any subdivided parcel of land located within the Property which is intended for use as a site for a single family detached dwelling as shown upon the Plat.

e) "Green Space" shall mean that portion of the Property shown on the recorded subdivision plat of Tyler Woods Subdivision designated as "Green Space", any ponds located upon the Property and the area around the Cemetery on the Property, as shown on the Plat. Said term shall also include an easement in favor of the Association for the construction and maintenance of a sign for the entrance to Tyler Woods located as shown on the Plat.

f) "Owner" shall mean and refer to the record title owner (including the Developer) of a Lot as shown by the real estate records in the Office of the Clerk of the Superior Court of Columbia County, Georgia, whether it be one or more persons, firms, associations, corporations or other legal entities, but notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure.

g) "Property" shall mean and refer to the property described in Exhibit "A" hereof as is subjected to this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes and no main dwelling structures shall be built thereon except detached, single-family residences. All residential dwelling structures shall have an attached garage which may not be converted into living space.

2. ARCHITECTURAL CONTROL. No house, building, fence, recreational structure or other structures of any kind or description shall be erected, placed, maintained or altered on any Lot unless the proposed construction plans, specifications, materials and site plan (showing accurately and in detail the proposed location of such intended structures), have been approved in writing by the Architectural Review Committee ("ARC"). Approval or disapproval of such plans, locations or specifications is solely within the sole and uncontrolled discretion of the ARC and may be based upon any ground, including purely aesthetic considerations. No alteration in the exterior appearance of any existing building or structure shall be made without like approval of the ARC.

Trees may only be removed to clear the actual building site of improvements to be built upon a Lot. Any other trees to be cut which have a diameter of ten inches or greater, two feet from the ground level, may not be cut without approval of the ARC under the provisions of this paragraph.

ARTICLE III

USE RESTRICTIONS

1. NUISANCES. No noxious, offensive or disruptive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Hobbies or other activities, including but without limiting the generality hereof, the assembly and the disassembly of motor vehicles or other mechanical devices which might lead to disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any Lot where such conditions can be seen from any adjoining Lot or roadway.

3. TEMPORARY STRUCTURES. No house trailer, mobile home or manufacturing housing shall be permitted on any Lot at any time. Campers, travel trailers, recreational vehicles, boats or watercraft shall be permitted on a Lot only if they are not visible from a street or an adjacent Lot. No vehicle or trailer shall be parked other than temporarily on the public roads within the Property. It is the intention of that provision that all motor vehicle parking shall be off street.

4. DOMESTIC ANIMALS. No animals other than domestic household pets may be kept on the property. No animal may be kept, bred or maintained for any commercial purposes and the Owner must comply with all laws of Columbia County regulating the same

to include, but not limited to, leash laws. No animal may be kept so as to cause a nuisance under Article III, paragraph 1 herein.

5. GARBAGE AND REFUSE DISPOSAL. No portion of the property shall be used or maintained as dumping ground for rubbish, trash or garbage. Trash, garbage, or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers out of sight of any street.

6. PROPERTY MAINTENANCE. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of improvements or grounds on that portion of the Property in which the Owner has an interest.

7. ALTERATION OF LOT BOUNDARIES. No Lot boundary may be altered nor may any lot be subdivided except by the Developer and as approved by Columbia County, Georgia. Notwithstanding the foregoing a Lot may be divided between and incorporated into adjoining Lots with the result in the reduction of the number of Lots in the Tyler Woods Subdivision.

8. SETBACK LINES. No structure may be located nearer than twenty five (25) feet from the front or street property line of a Lot or nearer than five (5) feet to the side property line of a Lot unless shown otherwise on the Plat.

9. MAILBOXES. A uniform style of mailbox to be selected by the ARC shall be the only mailbox that may be used or placed upon a Lot.

ARTICLE IV

PROPERTY RIGHTS & ASSOCIATION

1. PROPERTY OF THE ASSOCIATION. Prior to the sale of the first Lot to an Owner other than Developer, title to the Green Space shall be deeded to the Association by the Developer, free and clear of all liens or mortgages, for the benefit of all Owners. The Green Space and the entrance sign and sign easement area as shown on the Plat shall be maintained and kept by the Association as a to enhance the beauty and ambiance of Tyler Woods Subdivision. Each Owner shall have a non exclusive easement with the other Owners for the use and enjoyment of the Green Space, subject to the rules and regulations for the use thereof as established from time to time by the Association.

2. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3. The Developer shall have two votes in the affairs of the Association for each Lot owned by the Developer. Every other Owner shall have one vote in the affairs of the Association.

4. Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual assessment for the upkeep and maintenance of the Green Space, including any necessary liability insurance therefor, and for any professional or other services reasonably necessary for the Association to fulfill its duties hereunder. The assessment, together with interest, late charges and costs of collection

thereof from an Owner (including reasonable attorney's fees), shall be a charge on a Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fee came due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5. The assessment shall be fixed at a uniform rate for each Lot and shall be collected only on an annual basis.

6. The assessments provided for herein shall commence as to a Lot at the time such Lot has a completed residential structure upon it and is purchased by an Owner or occupied, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

7. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association or any Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

8. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. Those provisions herein restricting land to certain uses shall run for a period of twenty (20) years from the date of filing of this Declaration and shall be extended for additional 20 year terms as provided in O.C.G.A. Section 44-5-60 unless terminated under the provisions thereof. No time limit shall apply to the running of all other covenants herein or easements granted or established hereby or the covenant for assessments established herein.

Section 2. Additional Properties. The Developer reserves unto itself, its successors and assigns the right to develop additional subdivision property adjacent to Tyler Woods and to subject said additional property to these covenants such that purchasers of the additional property shall become "Owners" within the meaning of this Declaration.

Section 3. Amendments. This Declaration, may be amended at any time by Developer or his successor or assignee until such time as it has sold all the Lots described

in this Declaration and any additional Lots subjected to these Covenants under Article V, Section 2 herein above. Thereafter, this Declaration may be amended by a vote of 75% of the votes in the Association. Voting shall be at a called meeting of the Association with a quorum present as provided in the By-Laws of the Association. Any amendment adopted hereunder shall be signed by at least two of the authorized officers of the Association and recorded in the Columbia County Superior Court Clerk's Office.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, persons or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by the Association or the Developer or any owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Applicable Law. This Declaration shall be construed according to the laws of the State of Georgia.

EXECUTION PAGE:

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed,
sealed and delivered by its duly authorized officer the date first above written.

ASHLEIGH PROPERTIES, L.L.C.

By: Susan Porterfield (Seal)
Susan Porterfield, as President

Signed, sealed and delivered
in the presence of:

Cavaly Abshire
Witness

[Signature]
Notary Public



EXHIBIT 'A'

ALL those lots or parcels of land situate, lying and being in the State of Georgia, County of Columbia and being shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block I and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 and 136, Block J, and all of those areas shown as "Greenspace" and "Cemetery" on a plat prepared by James G. Swift & Associates dated December 29, 2003 and recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Plat Cabinet E, Slide 61#s 1-5; reference hereby being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.