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PROTECTIVE COVENANTS AND DECLARATIONS

NORTHWOOD OF DUDLEY SUBDIVISION

PHASE 2

Filed Feb. 12, 200
Recorded Feb. 12, 200
At 9:00 O'clock A. M.
In Book 1380 Page 173

Alfred Thomas
Clark of Superior Court

Scope: These covenants and declarations apply to all lots designated as Phase 2 of Northwood of Dudley Subdivision located in Land Lot 374, 375, and 377 in the 22nd Land District, Laurens County, and updates covenants recorded 25 February 1998 in Deed Book 954, Pages 244 through 247. Land is more particularly described in Exhibit A.

Purpose: The central purpose and theme of these covenants is not to restrict use of property but to provide guidelines for building, maintaining, and enhancing property values for all property owners.

Terms of Covenant: The covenants are to run with the land, and shall be binding on the undersigned and all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

Land Use: All lots in the tract shall be known, described, and used solely as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height, excluding basement areas, together with a one or several-car garage, and other structures erected for the pleasure and convenience of the occupant of the residence.

ARCHITECTURAL CONTROL COMMITTEE

Purpose: A quality control committee, designated the "Architectural Control Committee", will act on the behalf of the property owners. The Architectural Control Committee will approve construction plans for homes and other structures prior to construction, and will advise the property owner on, and approve, appropriate use and placement of buildings, screening, mailboxes and/or fencing to compliment the development.

Membership: The Architectural Control Committee is composed of the developer and any person(s) whom he may designate. The Architectural Control Committee may at any time hereafter release its power of appointment hereunder to the Property Owners' Association. The committee will be appointed and guided by the Developer until 70 % of all the lots in Phase 2 are sold, after which the committee will be elected by the Property Owner's Association. The Developer reserves the right to delegate this appointment to the Property Owner's Association at any time.

Power to Grant Variances: The Architectural Control Committee may allow reasonable variances or adjustments of these covenants where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the Development.

Liability of Architectural Control Committee, etc.: Neither the Architectural Control Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible for any defects in any way in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

RESIDENTIAL CHARACTER OF THE DEVELOPMENT

Subdividing: The lot or lots hereby conveyed shall not be subdivided, provided however, that this restriction shall not prevent the division of certain lots designated at time of sale by the developer. No home can be placed on less than a one-acre lot.

Home Construction: Homes shall be built of natural wood, vinyl, brick, brick veneer, or other durable construction material. No house shall remain uncompleted for more than eight (8) months. Burned or damaged houses shall be removed or repaired within six (6) months. For any residential structure of more than one story, the main floor shall contain no less than 1200 square feet. Total minimum square footage, defined as heated/cooled living space, exclusive of porches, terraces, garages, carports, basements, for any residential structure shall be As follows:

Sections 1 and 5: 1650 sq ft.

Sections 2, 3, and 4: 1800 sq ft.

Other Structures: No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All carports or garages, both attached and not attached to the primary residence, that can be seen from roads shall open to the side lot line, shall have doors, and shall be kept neat. Design and roofline of all outbuildings shall compliment and be compatible with the finish of the main dwelling. Prior to installation, all yard fencing must be approved by the Architectural Control Committee. Fence fronting the road must be wood, brick, or natural stone and must be ornamental in nature; any fence extending further than the front line of the dwelling shall not detract from the residential quality and aesthetic appearance of the property. Chain link or wire fence shall not be used on lot frontage; if used on rear lot lines and visible from the roadway, it must be camouflaged by shrubbery.

Antennas, Vehicles, etc: If visible from the roadway, satellite dishes, outside air-conditioning units, etc shall be screened with shrubbery or ornamental fences. Long term parking areas and/or storage (to exceed 7 days) for non-pickup trucks, boats, and trailers shall be provided by the property owner so that the parked vehicle shall not be a nuisance to the other property owners (i.e. no junk vehicles, etc).

Signs: No signs or advertisements shall be allowed within said subdivision except "for rent" or "for sale" signs of no more than 18" x 24" which advertise said parcel and the improvements thereon during the construction and sale period, without the prior written approval of the Architectural Control Committee.

Building Placement:

Lots less than three (3) acres: The front building setback line shall be a minimum of sixty feet (60') from the adjoining road right-of-way as shown on the plat of survey of the subdivision. If the particular lot abuts on a cul-de-sac, the front building set-back line shall be on an arc the radius of which is equal to the radius of the cul-de-sac plus sixty feet (60'). The side set-back line shall not be less than thirty feet (30') from the side line of the lot, except where said lot is a corner lot, and in such case, the minimum side yard set-back line shall be fifty feet (50') from the property line nearest the side street. The minimum rear setback line shall be not less than thirty feet (30'). Rear setback line for outbuildings shall be not less than ten feet (10'), unless the rear line abuts a roadway right-of-way.

Lots more than three (3) acres: The front building setback line shall be a minimum of eighty feet (80') from the adjoining road right-of-way as shown on the plat of survey of the subdivision. If the particular lot abuts on a cul-de-sac, the front building set-back line shall be on an arc the radius of which

is equal to the radius of the cul-de-sac plus eighty feet (80'). The side set-back line shall not be less than fifty feet (50') from the side line of the lot, except where said lot is a corner lot, and in such case, the minimum side yard set-back line shall be eighty feet (80') from the property line nearest the side street. The minimum rear setback line shall be not less than fifty feet (50'). Rear setback line for outbuildings shall be not less than ten feet (10'), unless the rear line abuts a roadway right-of-way.

Note: Even if conflicting with previous standards set out hereinabove, the Developer retains the right to vary all setback lines to accommodate desired standards with varying lot dimensions.

Water/Sewer: When any lot is built upon, it shall be incumbent upon the owner to install a sanitary septic tank and provide for a water supply, acceptable to such health authority as has jurisdiction. No latrines or cesspools shall be permitted upon any of the lots in said subdivision. Neither lakes, creeks, nor waterways shall be used for water supply. All rules and regulations prescribed by the Environmental Protection Agency (EPA) or other controlling environmental agency shall be complied with at all times, including during construction.

Maintenance: Lots shall be kept free of trash, weeds, and other noxious debris. Grass and landscaping shall be kept trimmed and neat. The owner shall prevent the existence of any condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot. The owner shall keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid same from becoming unsightly in appearance and to avoid any erosion of said lot, and in particular to prevent any silt from entering the lake, creek, or waterway. Owners shall prevent debris or foreign material from entering any lake, creek, or waterway in the subdivision. When such debris or foreign material has entered any lake, creek, or waterway from said lot, the owner shall remove same immediately.

Activities: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. This includes, but is not limited to, maintaining animal pens, commercial livestock operations, junkyards, or trash dumps. No illegal activity as defined by federal, state, or local laws or regulations is permitted. Toys, bicycles and playground equipment, where seen from the roadway, must not be left scattered over grounds. No business shall be established on any residential lot; use of home office space allocated for conducting business shall not generate traffic or nuisance to the subdivision.

Animals: No more than two (2) household pets shall be kept or maintained on any lot within the subdivision, or within any residential unit within the subdivision. No poultry or other form of livestock of any description shall be kept, raised or bred on any lot. Such household pets shall be kept confined within the residential unit or attached to a leash or otherwise confined so as not to be permitted to cross beyond the confines of the residential unit or lot of the owner of said animal, and so as not to become a nuisance to other owners or persons in lawful possession of any residential unit within the subdivision. No horses shall be kept or stabled within the confines of any residential lot without prior written approval of the Architectural Control Committee. However, this shall not prevent designation at the time of initial sale by the developer of certain lots suitable for maintenance of no more than two (2) horses for personal recreational use.

WATERWAYS, GREENBELTS, AND NATURAL ENVIRONMENT

Use of Waterways and Greenbelts: For the purpose of these declarations and covenants, waterways shall refer to lakes, mini-lakes, creeks, or ponds. The use of waterways and greenbelts not designated as part of the residential lot shall be governed by a separate agreement.

Easement to Waterways and Greenbelts. Declarants reserve unto the Property Owner's Association, and its successor, assigns and licenses, an easement in connection with operating and maintaining the waterways and greenbelts. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Developer, the Property Owner's Association, nor any successor or assign of the Declarants shall be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement.

Natural Landscape and Wildlife: No trees shall be destroyed between the building lines and front of lot without the consent of the Architectural Control Committee, and in that case only when it is absolutely necessary for thinning. Greenbelt and waterway easement displayed on plats shall be maintained by the property owner.

ROADS

Limited Access: There shall be no access to any of the lots except from subdivision roads and county or state roads inside or adjoining the subdivision. Any and all roadways and paths shall not be constructed or altered except after approval has been given in writing by the Architectural Control Committee. No grading of the lot shall be permitted without approval of the Architectural Control Committee.

PROPERTY OWNERS' ASSOCIATION

Association Membership: Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Each lot is subject to assessment. Class A members shall be all owners, with the exception of the Declarants. Each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such person shall be members. The vote for such lot shall be prorated and exercised equally between owners unless they among themselves determine otherwise, but in no event shall more than one vote be cast with respect to any lot. Class B members shall include the developer/Declarants.

Performance of Owner's Obligation: Each member has the right to perform owner's obligations hereunder. In the event that the owner of any residential unit or lot in the subdivision shall fail to maintain said lot and any improvements situated thereon in accordance with provisions of these covenants and / or any by-laws of the Association (as hereinafter referred), such violation shall be deemed a nuisance. Said Declarant or Association shall have the right, by and through its agents, employees or contractors, to abate such nuisance in law or equity, or enter upon said lot and repair or complete construction or improvements, mow, clean or perform such other acts as may be reasonable necessary to make such lot and improvements situated thereon to conform to the requirements of these covenants. The cost therefor, (including court costs and attorney fees if the proceedings are taken to Court) to the Declarant or Association shall be added to and become a part of any annual or one-time charge to which said lot or lot is subject, and shall be due and payable within thirty (30) days from the date of said expenditure, and same shall become a lien upon the property, and may be collected as other charges due the Declarant or Association are collected. Neither the Declarant, Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from the abatement of any nuisance or any maintenance work performed hereunder.

If the party hereto, his successors or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or

attempting to violate any such covenant and either prevent him or them from doing so or to recover damages for such violations.

Creation of the Lien and Personal Obligation of Assessments: The Declarants, for each lot owned within the subdivision, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. However, same shall continue to be a charge on the property.

Purpose of Assessment: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Development and for the improvement and maintenance of the Common Area and amenities of the Subdivision, and of the homes situated in the Subdivision, and the obligation of the Association.

Notice and Quorum for any Action Authorizing Increase in Assessments. Written notice of any meeting called for the purpose of taking any action to authorize increase in assessments shall be sent to all members not less than thirty (30) 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 each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Only members of the Association sixty-one (61) days prior to any meeting called under the provisions of this paragraph are entitled to receive notice as herein provided.

Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. This does not include special assessments that may be assessed for the lakefront lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Lot Owner Majority: After 70 percent (70%) of all the lots in Phase 2 are sold, the property owners shall take over the Association and shall set the rules of the Association and the assessments that they deem necessary to carry out the purposes of these covenants. The Developer reserves the right to relinquish this to the Property Owner's Association at any time prior to 70% sales.

Effect of Grantee's Acceptance of Deed, etc.: The Grantee of any lot subject to these covenants, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Declarants or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarants and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Declarants, the Association and to and with the grantees and subsequent owners of each of the lots affected by these covenants to keep, observe, comply with and perform such covenants and agreements.

Each owner by the acceptance of this deed does covenant and agree to hold harmless and forever defend the Declarants and the Association from and all claims for damage to property and injury to persons occasioned by the owner, and owner's family, guests and invitees, and all persons whomever claiming by or through the owner, resulting from the owners permitted use of the waterways or greenbelts, and the recreational facilities and common areas provided for the owners' use and enjoyment by the Declarants and the Association.

Amendments: Declarants reserves unto itself the right to amend the provisions of this Declaration at any time without notice. After the Association has no Class B members, same may be amended by a simple majority of all owners of lots within said subdivision. By-laws of the Association may be amended by the Association as provided by said By-laws.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.

In witness whereof, the developer has signed, sealed, and delivered these presents, this 7th day of February 2003.

Millrock Farm, Inc.

Marshall R. Lord

Marshall R. Lord

Susan L. Edge

Susan L. Edge

Susan L. Edge

(L.S.)

Gertraude K. Lord

Gertraude K. Lord

Gertraude K. Lord

(L.S.)

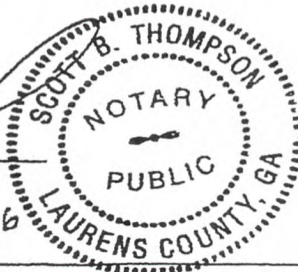
Signed, sealed and delivered,

In the presence of:

Patti G. Evans

Witness

Scott B. Thompson
Notary Public
My Commission Expires 9/11/06



BEARING TABLE

BEARING	DISTANCE
S 88°21'11"W	80.00'
N 26°57'13"W	2056.49'
N 35°35'07"E	248.60'
N 31°06'20"E	138.03'
N 35°35'07"E	22.59'
N 31°06'20"E	174.32'
S 65°20'16"E	30.19'
N 18°13'09"E	215.87'
N 32°27'03"E	204.00'
N 32°27'03"E	43.27'
N 18°39'51"E	34.90'
N 03°51'17"E	203.00'
N 00°04'05"W	31.12'
N 01°11'55"W	14.92'
S 03°45'59"E	199.64'
S 03°06'27"E	76.65'
N 04°14'24"W	122.60'
S 39°30'31"E	100.00'
N 15°46'44"E	173.02'
N 16°15'47"E	21.01'
S 75°32'37"E	192.08'
S 75°32'37"E	243.86'
N 25°13'19"E	110.29'
N 29°48'26"E	122.87'
N 30°32'29"E	69.61'
N 30°32'29"E	23.56'
N 04°30'03"W	49.75'

SETTING SETBACK LINES

FRONT = 60.00'
 REAR = 30.00'
 SIDES = 30.00'
 SIDES INTERIOR = 50.00'

