ELLERSLIE PLACE SUBDIVISION

Selected Information: June 29, 2010

Recorded Documents

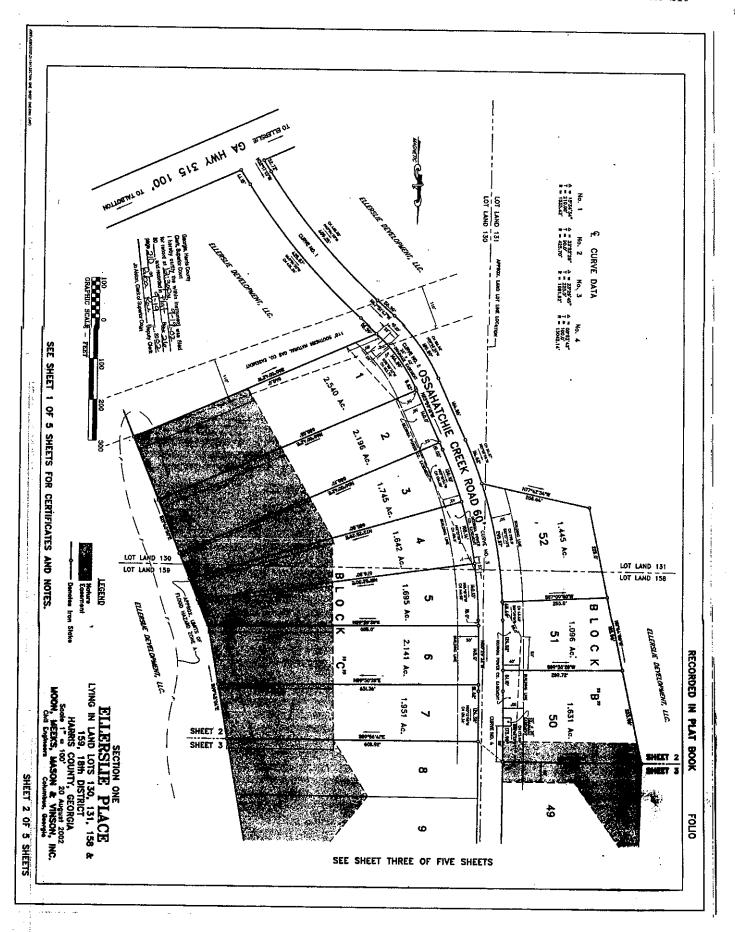
Date	Document	Recording
08/20/2002	§ 1 Plat and Restrictions	PB 26 P 209
01/31/2003	Declaration of Covenants and Restrictions for all	DB 625 P 268
	current and future lots in Ellerslie Place	
09/15/2003	§ 2 Plat and Restrictions	PB 27 P 246
10/25/2004	§ 3 Plat and Restrictions	PB 28 P 274
06/06/2006	§ 4 Plat and Restrictions	PB 30 P 126
08/28/2006	§ 4 Restrictions Revised	PB 30 P 226
07/26/2008	§ 4 Plat Revised	PB 30 P 156

Homeowner's Association

Date	Action
04/21/2009	Articles of Incorporation of Ellerslie Place Homeowners Association, Inc.
	filed with Secretary of State of Georgia
08/27/2009	Homeowners meeting to approve articles and bylaws
06/29/2010	Homeowners meeting to approve articles and bylaws

7. SHEET NO. 5 IS FOR RESTRICTIVE COVENANTS ONLY. 6. SHADED AREAS ON THE TRATE ARE WITHER LASEINGTHS. ALL TREES WITHIN THE MATURE PASSIFISTION OF A SHADE OF THE SHADE OF TH 4. FIELD SURVEYING WAS COMPLETED 16 AUGUST 2002. 3, ANGLES AND DISTANCES WERE MEASURED WITH A TOPCON GTS-\$03D. Z. THIS PLAT HAS BEEN CALCILLATED FOR CLOSURE AS IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN HORE THAN 40,000 FEET. 6. THESE NOTES REFER TO SHEETS I, 2, 3 AND 4. THE FIELD DATA LIPON WHICH THIS PLAT IS BASED HAS A CLOSURE MECISION OF CHE PROT IN 26,022 FEET AND AN ANGLER BROK OF 2.8" FER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. Registered Georgia Land Surveyor No. 782 prefory, Harris County Pianning Commission Certificales of Occupancy will not be issued the woter main in Ossahatchic Creek Road has been letted and accepted by Hamile County. non, Harris County Planning Commission 30- A1-5 I hereby earlify find I adopt his pion of subdivision, earbatch the miditors building subback lines, and dedicate all attents, alloys, balkents, and other property to public use as noted owners. STATE OF GEORGIA, HARRIS COUNTY eorgio Reg. No. 782 CERTIFICATES L. march 52 5 0 0 å (38 \$ 9 ö ᇂ KEY MAP **=** \$ THE SHOWING THE PO-90-03 Alia County Health Department WILDRY TWIE BO. å t 7 8 9 K ö 88 > 16 RECORDED IN PLAT BOOK SECTION ONE
SELLERSLIE PLACE
LYING IN LAND LOTS 130, 131, 158 & 159, 18th DISTRICT
HARRIS COUNTY, GEORGIA
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MOON, MEEKS, MASON & VINSON, INC.
Civil Engineers Columbur, Georgia SHEET 1 OF 5 SHEETS 5000

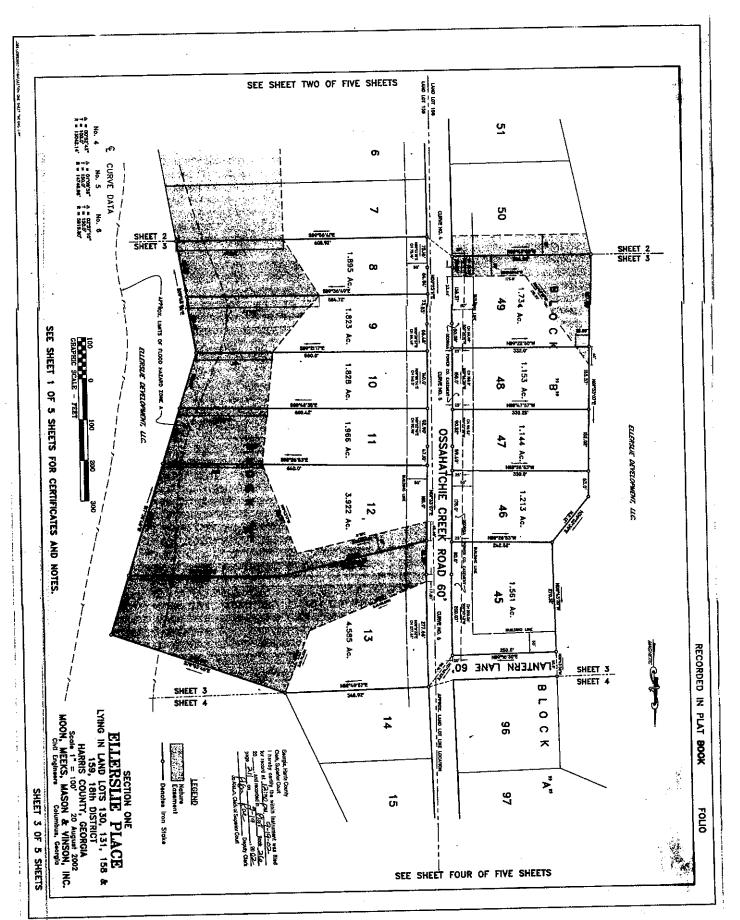
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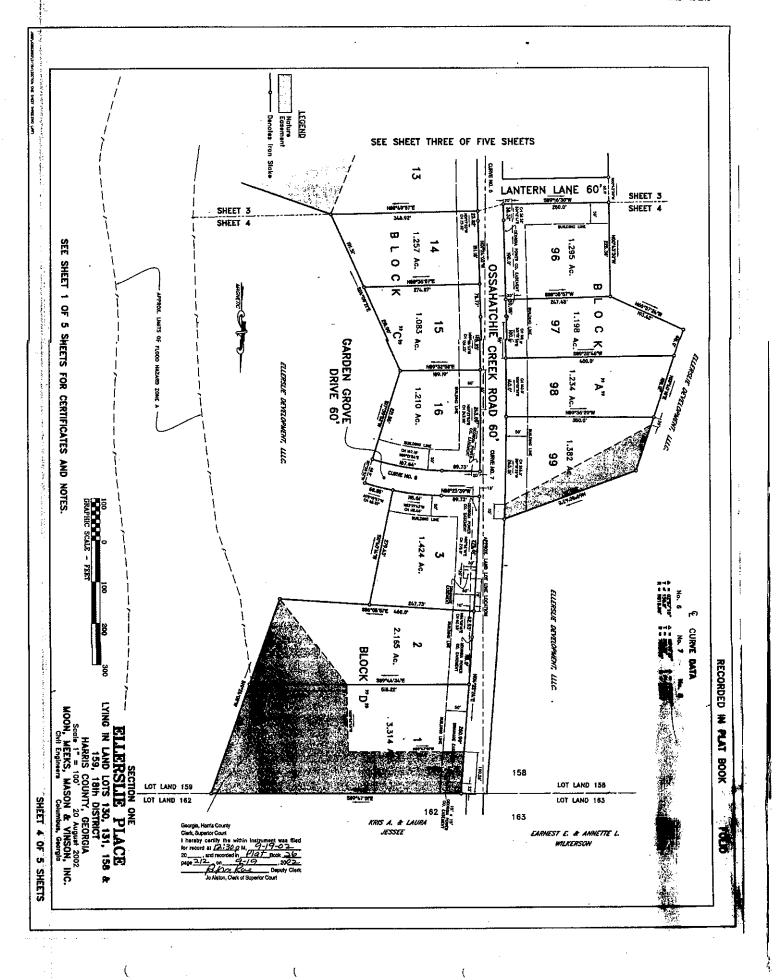


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IN WITHESS WHEREOF, and ELLEFSLIF DEVELOPMENT, LLC. has coussed these presents to be by its duly authorized afficers hereunits, all on the day and year first above written.

to to Things ELLERSUE DEVELOPMENT, LLC.

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10. SCASS. He sign of any time shall be displayed to the public view on any by except owe perhassized sign of not many than one assures foot, one sign of red many by a time assure sea acceptaining the property for sale are not, or signs used by a buildur to advantise the property during the continuous one assure period.

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yorney, born or other subsiding shall be used on any lot of anytime as o
wedence, either importably or permanenth;

B. KUISANCES. No natious or elfensive activity shall be corried on upon any lot, nor shall anything be done thereon which may be or may become an analysince or nulsance to the neighborhood. LAND COVERACE. The total data covered by buildings, parking areas and driveways shall not exceed 25 persons of the anid of the lat. NOW THANKE DATE. In cord in consideration of the provision and of the beautile to be defined by the Schröder Owner and seek particular than the schröder of the provision of seek particular than the schröder owner and the schröder owner and the schröder owner and the schröder owner and the schröder owner of the schröder owner owner shall be schröder immediately and continue that schröder owner owner shall be schröder immediately and continue that schröder owner own WHIREX. It is to the inivest, benefit and orientate of the Suddistan Onese and to each and sery person one of shortest way for in said excellent purposes only for in said excellent purposes one provides and reporting the use and obtained to the commonts providing and reporting the use and obtained to be commonts traveling with the forest,

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THE DECLARATION OF PROTECTIVE CONTRIBUTE, made and published this 20th day of August, 2005 by CLERENE DEVELOPMENT, LLC.

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RECORDED Ŧ PLAT BOOK

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SCYELABITY. Involved in oil any one of these commonts by fulfer-meant or court order whall in no wise affect any of the other provisions which shall mentals in full force and effect.

RESTRICTIVE COVENANTS
SECTION ONE

LYING IN LAND LOTS 130, 131, 158 & 159, 18th DISTRICT HARRIS COUNTY, GEORGIA ELLERSLIE PLACE

MOON, MEEKS, MASON & VINSON, INC. SHEET 5 OF 5 SHEETS

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FILED AND RECORDED
OFFICE OF SUPERIOR COURT
MARCIE COURTY PEORGIA

03 MAR -3 ANII: 37 JO ALSTON, CLERK

AFTER RECORDING PLEASE RETURN TO:

Ellerslie Development LLC ATTN: George C. Woodruff, Jr. PO Box 7727 Columbus, GA 31908

> DECLARATION OF COVENANTS FOR ELLERSLIE PLACE SUBDIVISION

STATE OF GEORGIA COUNTY OF MUSCOGEE

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this day of January, 2003, by ELLERSLIE DEVELOPMENT, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant");

WITNESSETH THAT:

WHERBAS, the Declarant is the owner of certain property known as Ellerslie Place Subdivision, same being a subdivision of lands lying in Land Lots 130, 131, 158 and 159 of the 18th Land District of Harris County, Georgia, and being more particularly shown upon a plat of survey recorded in Plat Book 26, Folio 209 through 213, of the records in the office of the Clerk of the Superior Court of Harris County, Georgia (the "Subdivision Plat"), and such other property that Declarant may determine to add to the Subdivision as additional Blocks or Sections (all of the foregoing, including additional Sections as may be added by Declarant is collectively referred to herein as the "Property"); and

WHEREAS, it is in the best interest, benefit and advantage of Declarant and of each and every person who shall hereafter purchase any portion of the Property that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Declarant and each and every subsequent owner of any portion of the Property, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all persons owning any portion of same, or any of them, hereinafter:

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1. **DEFINITIONS**:

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- a. "Association" shall mean and refer to Ellerslie Place Homeowners Association, its successors and assigns.
- b. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- c. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- d. "Lot" shall mean and refer to all lots located in Section One and all such future Sections as determined by Declarant shown upon the Subdivision Plat, or future plats of additional Sections with the exception of any property deeded to the applicable governmental authority as rights of ways.
- e. "Entrance Ways" means the portions of the Property located on Ossahatchie Creek Road and Highway, as shown on the Subdivision Plat, or future plats of additional Sections.
- PURPOSES. The purposes of this Declaration are to insure the orderly and attractive development and use of the Property and to preserve aesthetic appearance and economic value of the Property and improvements constructed thereon from time to time.
- 3. RUN WITH THE LAND. This Declaration and all of the provisions hereof are and shall be real covenants running with the Property and shall burden and bind the Property for the duration hereof. To that end, this Declaration shall be deemed incorporated in all deeds and conveyances hereinafter made by Declarant and/or any Lot Owner. Every person or entity, including the holder of a security interest, acquiring or holding any interest or estate in a lot shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Declaration; and in accepting such interest or estate in, or a security interest with respect to, any lot, such person or entity shall be deemed to have assented to this Declaration and all of the terms and provisions hereof.

4. ENTRANCE WAYS.

Declarant hereby designates the Eentrance ways as common areas (herein so called) in perpetuity as shown on the Subdivision Plat, or future plats of additional Sections, for the purpose of a location for signs marking the entrances to the Subdivision (hereinafter "Entrance ways"). Said Entrance ways shall be used for said purpose by Declarant and any subsequent owners and successors in title to the Tracts. In connection with the granting of the Entrance ways, it is acknowledged and agreed that Declarant and any subsequent owners and successors in title to the Lots will be required to utilize the Entrance ways and such Entrance ways are critical to the future use and enjoyment of the Lots. Any subsequent uses of the Lots shall not be allowed to change, alter or diminish the rights of Declarant or any subsequent owners or successors in title of the Lots to the use and enjoyment of the Entrance ways in the present location.

The cost and responsibility for the general up-keep, maintenance, operation and repair of the Entrance ways, including, but not limited to, the cost of repairing and replacing the signs located within the Entrance ways, the cost of lawn maintenance, sprinklers, and landscaping, and the cost of electricity for lighting shall be borne equally between the owners of the Lots.

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In order to protect the value of the respective Lots and to insure the proper use and enjoyment of the Entrance ways, the Homeowner's Association (as defined herein) shall have the full and unrestricted right to cause maintenance, repair and replacement to said Entrance ways, as may be necessary to insure that said Entrance ways are maintained in a good, proper and functional condition and appearance.

STREET LIGHTS.

Declarant further hereby creates a non-exclusive easement in perpetuity for the installation of and use of street lights, to include but not limited to utility lines, electric power lines and poles, underground electric lines, and appurtenant facilities over and across the property being more particularly shown in the Subdivision Plat and future plats of additional Sections (hereinafter "Street Light Easement") to the Lots. Said Street Light Easement to serve the Lots and any subsequent owners and successors in title to the Lots shall have the right to use and enjoy said street lights and appurtenant facilities installed within said Street Light Easement. The location of the street lights and appurtenant facilities may be changed and altered by Declarant or by written unanimous consent of all of the Owners of the Lots and any subsequent owners and successors in title to the Lots; however, any changes or relocation of said street lights or appurtenant facilities shall not be allowed to adversely affect the right of Declarant and any subsequent owners and successors in title to the Lots to use and enjoy said street lights and/or appurtenant facilities.

The cost and responsibility for the general up-keep, maintenance, operation and repair of the Street Lights, including, but not limited to, the cost of repairing and replacing the lights, covers, poles, the cost of lawn maintenance, sprinklers, and landscaping, and the cost of electricity for lighting shall be borne equally between the owners of the Lots.

In order to protect the value of the respective Lots and to insure the proper use and enjoyment of the Street Light Easement, the Homeowner's Association shall be responsible for the cost of street lighting, and shall have the full and unrestricted right to cause maintenance, repair and replacement to said Street Light Easement, as may be necessary to insure that said Street Light Easement is maintained in a good, proper and functional condition and appearance.

6. PARKING. In order to preserve the safety, beauty, tranquility, and quiet enjoyment of the property for all property owners, NO TRACTOR AND/OR TRAILERS MAY BE PARKED ON THE STREET OF THE RESIDENTIAL LOTS OF THIS SUBDIVISION. ANY VEHICLES WITH MORE THAN SIX WHEELS SHALL NOT BE PARKED ON THE STREETS OR RESIDENTIAL LOTS WITHOUT THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF THE ASSOCIATION. The foregoing restriction shall not apply to vehicles parked solely for the purpose of loading, unloading, making deliveries or pick-ups of furniture, appliances, and other personal property of a Lot Owner, provided that no such parked vehicle shall be permitted to remain overnight.

7. ASSOCIATION.

A. MEMBERSHIP AND VOTING RIGHTS

<u>Section 1</u>. Every Lot Owner owning a Lot which is subject to assessment 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.

Section 2. The Association shall have two classes of voting membership:

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- a. Class A. Every Lot Owner of a Lot which is subject to assessment 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. Members shall be all Lot Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- b. Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, as the case may be, upon the conveyance of the last Lot by Declarant.

B. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Lot Owner 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: (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 land 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 also be the personal obligation of the person who was the Lot 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.

Section 2. <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to (i) pay for the cost of street lighting, and the maintenance, repair, and replacement thereof, (ii) promote the recreation, health, safety, and welfare of the residents in the Property (iii) for the improvement and maintenance of the driveways and easements located on or about the Property, and (iv) paying for the costs of the administration of the Homeowners Association.

- Section 3. Maximum Annual Assessment. Until January i of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.
 - a. From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership.
 - b. From and after January I of the year immediately following the conveyance of the first Lot to a Lot Owner, the maximum annual assessment may be increased above 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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c. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only upon any class or classes of Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Entrance ways and easements which such Lot Owner(s) have the right to enjoy, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose who will be subject to the assessment.

Section 5. Notice and Ouorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 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 who will be subject to the assessment 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of conveyance of the Lot by the Declarant to the Lot Owner and shall be due each June 1 thereafter unless such date shall be changed by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors 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 Lot Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest interest rate then permissible by applicable law. Each Lot Owner who fails to pay any assessment within thirty (30) days after the due date shall also immediately pay the Association a late charge of \$50.00. In the event of non-payment of any assessment, the Association may place a lien against the Lot of the delinquent Lot Owner. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

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Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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.

Section 9. Exemption from Assessments for Declarant. Notwithstanding any provision of this Declaration, Declarant shall in no way be liable for any assessment on any portion of the Property.

- 8. DURATION. The provisions of this Declaration shall run with and bind title to the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Declarant or the Lot Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date on which this Declaration is filed for record in the Office of the Clerk of the Superior Court of Harris County, Georgia. Thereafter, the provisions hereof shall be renewed and extended automatically for successive periods of ten (10) years each, unless such extension is disapproved in writing by at least a majority of the Lot Owners. A written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a ten (10) year renewal. Notwithstanding the foregoing, easements granted hereby are and shall be perpetual, except that dedication to and acceptance by an appropriate governmental authority or conveyance or grant to an appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance or grant so provides. Every purchaser or grantee of any interest in the Property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided herein.
- ENFORCEMENT. Enforcement shall be by proceeding 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.
- 10. <u>SEVERABILITY</u>. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- 11. NO REVERTER. No covenant or restriction is intended to be or shall be construed as a condition subsequent, conditional limitation, or as creating a possibility of reverter.
- 12. <u>CAPTIONS</u>. The captions of each paragraph hereof as to the contents of each paragraph are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular paragraph to which they refer.
- 13. <u>CONTROLLING LAW</u>. This Declaration shall be governed by, construed under, and enforced in accordance with, the laws of the State of Georgia.
- 14. <u>EFFECTIVE DATE OF DECLARATION</u>. The effective date of this Declaration shall be the date of its filing for record in the real property records of the Office of the Clerk of the Superior Court of Harris County, Georgia.

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15. <u>MODIFICATION</u>. With respect to any unsold lot, Declarant may make such amendments, modifications and/or additions to these Covenants as Declarant in its sole discretion desires, without the consent of any other Lot Owners.

16. Reserved.

17. RELEASE OF DECLARANT. Upon conveyance of the last Lot from Declarant to a Lot Owner, Declarant shall be released from any and all further liability with regard to this Declaration and all Lot Owners, and each Lot Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, agrees to hold harmless and indemnify Declarant, its agents, officers, directors, shareholders, successors, assignees, and all other persons claiming through them, for any and all liability, loss, or damage the said Lot Owner as a result of claims, demands or costs of judgments against them, arising out of or related in any manner to, however indirectly, for loss from the actions of Declarant in the development of the Property or the promulgation and execution of this Declaration. Each Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants for themselves, their respective heirs, legal representatives, and assigns, to irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Declarant, its agents, officers, directors, shareholders, successors, assignees, and all other persons claiming through them. Each Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, expressly agrees that this Declaration may be treated as a defense to any action or proceeding that may be brought, instituted, or taken by any Lot Owner, and shall forever be a complete bar to the commencement or prosecution of any action or proceeding whatsoever against Declarant.

(End of Text - Signatures Follow)

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IN WITNESS WHEREOF, Declarant has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:	ELLERSLIE PLACE, LLC, a Georgia limited liability company
Ungfficiell Wirness	By: C. Woodruff, Jr. George C. Woodruff, Jr. Its: Vice President
Mysographics prices: 12-28.65	(Signature by one officer authorized by company resolution)
OUTDIV (TOTAKY SEAL)	(SEAL)
Signed/sealed and delivered in the presence of:	GEORGE WOODRUFF, III, BUILDER, INC. a Georgia corporation
Unofficial Witness	Its: President Woodney of
McControl Stories: 12-21-05	(Signature by one officer authorized by company resolution)
JE COTARY SEAL)	(SEAL)
Signed, sealed and delivered in the presence of:	EDGAR-HUGHSTON, BUILDER, INC. a Georgia Corporation
Unorticia) Witness	By: Zdran maliture DE den Hughster Its: President
Spirit Spirit Spires: 12-21.05	(Signature by one officer authorized by company resolution)
OTATION SEAL)	. (SEAL)

Signed, sealed and delivered	LARRY WALKER CONSTRUCTION CO., INC.
in the presence of:	a Georgia corporation
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Unofficial Witness	// /LARRY WAlker
	Its. President
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and the state of t	by company resolution)
	by company resonation)
My Commosion Expires: 12-28-05	45
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A SEAL)	,
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A COLON	
and delivered	S. PEARSON CONSTRUCTION, LLC,
Signed, sealed and delivered	a Georgia limited liability company
in the presence of:	a Georgia infined flability company
2	By AND Veasor
Ala Can Call	
Unofficial Witness	Scott PEARSON
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and torter was Drawford	
Notary Public	(Signature by one officer authorized
8.68	by company resolution)
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A SCECTE OU WILL	•
Signed sealed and delivered	RONALD A. EDWARDS CONSTRUCTION CO.,INC.
	a Georgia corporation
a printing presence of:	a Georgia corporation
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Marin Jack	By: / lung of flug of
Unofficial Witness	William Famaras
	Its: Vice President
Jan Dranfesh	and the standard
Actian inlic	(Signature by one officer authorized
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My Compression Expires: (2 - 28 - 05	
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Signed, sealed and delivered	L. E. ADAMS ENTERPRISES, INC.
in the presence of:	a Georgia corporation
Fran Sact	By: L. Goding
Unofficial Witness	L. E Adams
Stanford Boran Cont	Its: Pleased on F (Signature by one officer authorized
	by company resolution)
My Carting Sout Exquires: <u>/2 -2 1-0-5</u>	(SEAL)
	A THE INC
Signed sealed and delivered	ATW, INC. a Georgia corporation
in the presence of:	a Georgia corporation
Day Day	By: Who well
Unofficial Witness	ALLON T. WRIGHT
1 28	Its: President
D (mufon	(Signature by one officer authorized by company resolution)
Connection of Papires: 12-25-05	(SEAL)
Signed, sealed and delivered in the presence of:	FIELDS & NILES, INC. a Georgia Corporation
Par Duck	By: Jerry Teals
Unofficial Witness	Its: Treed Fields
NONT PROTOS	(Signature by one officer authorized by company resolution)
OF ANY SEAL)	(SEAL)
206778.2	10

BK N 6 2 5 PG N 2 7 8

Signed, sealed and delivered	WOODRUFF CONTRACTING COMPANY, LLC
in the presence of:	a Georgia limited liability company
O 1	mu la
Aug Child	By: 1/111
Unofficial) Witness	mike Socci
	Its: Member.
Andrew Banker	
Signal Publica	(Signature by one officer authorized
	by company resolution)
Min Goriginissien Expires: 12-28-05	
	(SEAL)
(SIGARY SEAL)	(43.12)
FF 200 DY FST CL SEAD	
	MODDIA WINE DUNG DIG
Signed, sealed and delivered	MORDIC BUILDERS, INC.
in the presence of:	a Georgia corporation
\mathcal{A} \wedge \cdot	(/s.///d)
Jan Jack	Ву:
Unotheral Witness	Elden Mordic
	Its: Parsidout
Markey Danger	
Nonegraphic	(Signature by one officer authorized
A TAR A SOLD	by company resolution)
Commission Expires: 12 -21-05	
Che in Case Said	(SEAL)
ANOTARY SEAL)	
£ 1000mm	
Signed, sealed and delivered	J. P. THAYER CO., INC.
in the presence of:	a Georgia Corporation
	$\sim \sim$
July Daylor	By tol a own
Unofficial Withess	Toba & Thayes
	Its: President
The state of the s	
	(Signature by one officer authorized
	by company resolution)
Compression Expires: 12-21-03	of combant social
SEE TO NIVER CONFESSION EXPINES: // ***	(SEAL)
	(SEAL)
(NOTARY SEAL)	

BK0625PG0279

Signed, sealed and delivered in the presence of:

RY SEAL)

R.E. MARTIN, INC. a Georgia corporation

(Signature by one officer authorized by company resolution)

(SEAL)

RGIA, MUSCOGEE COUNTY.

Columbus Bank and Trust Company, having a security interest in the Property, pursuant to one or more security deeds, whether from declarant or other lot owners, joins in the execution hereof to evidence its consent to the foregoing.

COLUMBUS BANK AND TRUST COMPANY

Its:

Attest: Its: <u>VP</u>

(CORPORATE SEAL)

Signed, sealed and delivered

Notary Public

My Commission Expires:

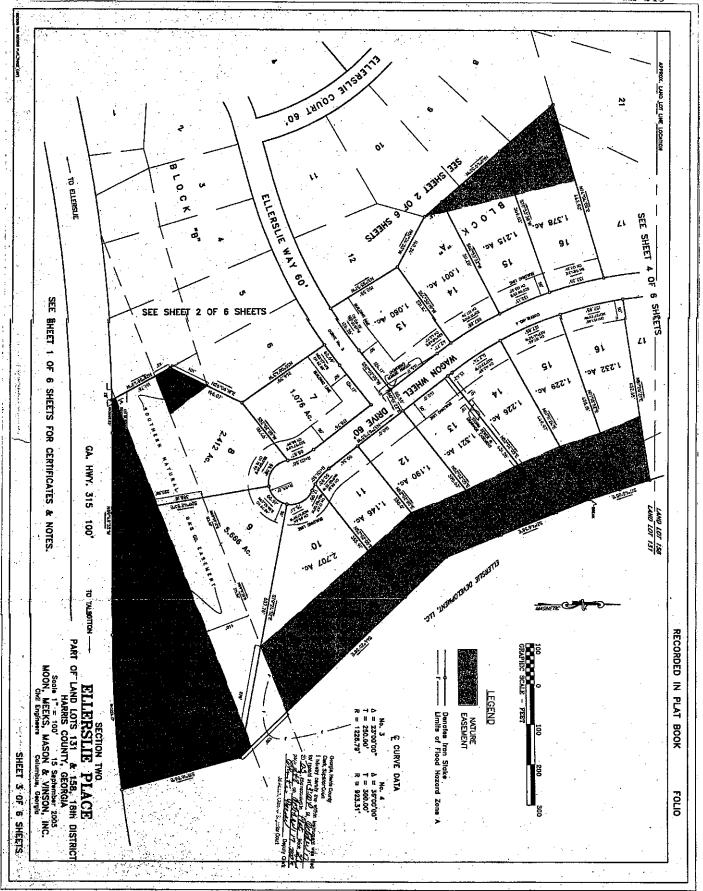
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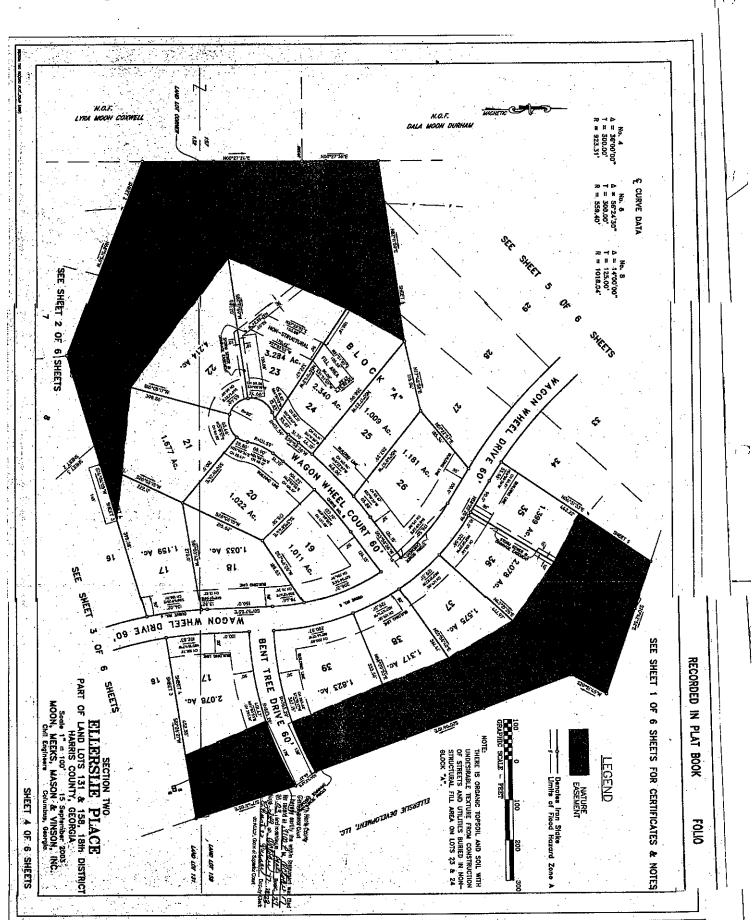
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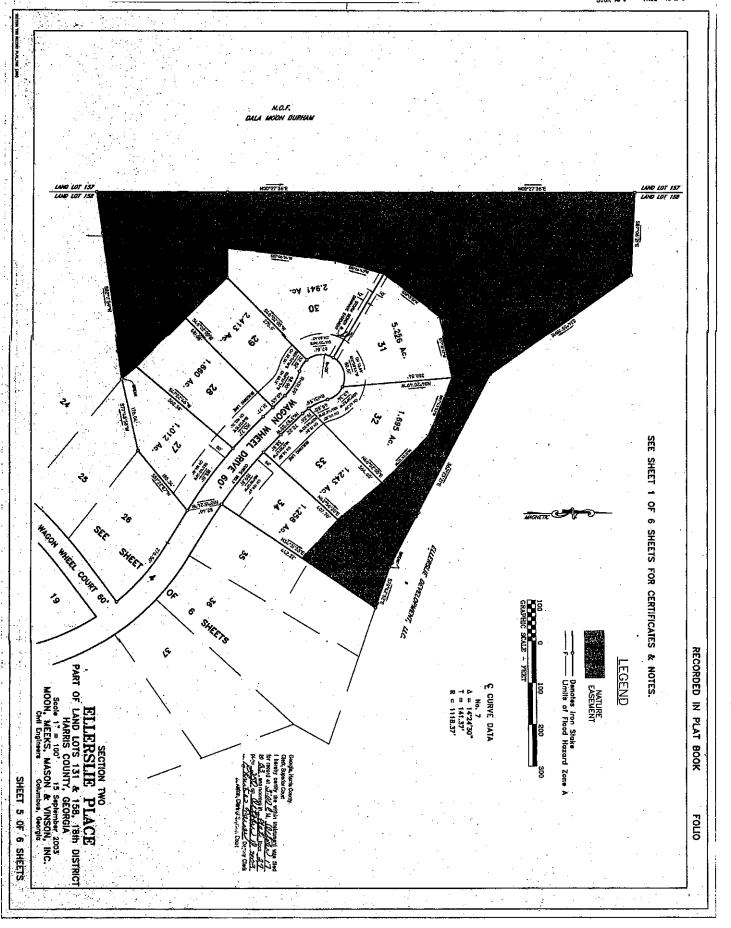
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Constructly for hydrollation and malatients of untitles, logic footilities and cobie basistics are significant on recorded plot. For purposes of economists cable beintalion instituted or unity.

- RO OF

LYING IN LAND LOTS 131 & 158,
18th DISTRICT
HARRIS COUNTY, GEORGIA
15 September 2003
MOON, MEEKS, MASON & VINSON, INC.
CMI Engineers Columbus, Georgia

ELLERSLIE PLACE RESTRICTIVE COVENANTS

MOON, MEEKS, .N

SHEET 6 OF

o STEETS

IN WITHERS WHEREOF, and ELLESSIE DEVELOPMENT, LLC. has caused these present to be execu-by in duby combotized officers havement, all on the day and year first above written. ETTENSTIE DEADGEMBUL ITC.

20. SEVERUBUIT: Involution of any one of these coverages by judge-ment or court anser what in so whe offset any of the other provisions which what remain to tall force and effect.

LDT AREA AND WITH. He dwalling that he steaded as placed on thoras a width of leas from 125 feet of the minimum building atheast state of the minimum building atheast and the minimum building atheast of placed on cry left horing on ones of some (f) core.

PRICHIECIANY CONTROL COMPLETE

14. JATERNAC. No bransmitting or receiving onliverse (including but and limited in adeleting states and from addle ordernas) shall be comparable excited, or othered to prevail on any low without the written prior approval of the Architectural Confroi Committee.

all this shall be sold with the provision that the other of one of the price of the street the street surrouse and that such a part of the city or county shall in ne wise be considered on a county for the other county shall in ne wise be considered on a county for county shall in the wise be considered or county.

13. CARBACE AND RETUSE DISPOSAL. No led shoult be used or moliniated as a distribute ground for mibbles. Firstless, generally generally and the following property and make the logic start of the residence where the same area of the residence of the start of the same and the same of the same and the same of the same o

12. LYESTOCK AND POLITIK.— No epilmol, livestick, or poultry of any kind shall be standed band or kept on any left, except that dogs, cals as alternated part may be kept provided that they are not teels, kend or anti-liable for commercial purposes.

 NUSANIES. No readous or effective articly should be carried an upon cuty fol, not shoil cutyfring be done thereon which may be or may become an annoyance or reducince to the neighborhood. 7. LAND COVERAGE. The lotal area covered by buildings, posicing and driveways shall not exceed 25 person of the orth of the loss.

TEMPORARY STRUCTURES. No malercooth, von, Iraller or bheir blide, nor shocker of to innyporary character, bosenenth, fant, shock, the complex publishing the blide by used on any lot at orifines as a ta, either temporarity or permanenth.

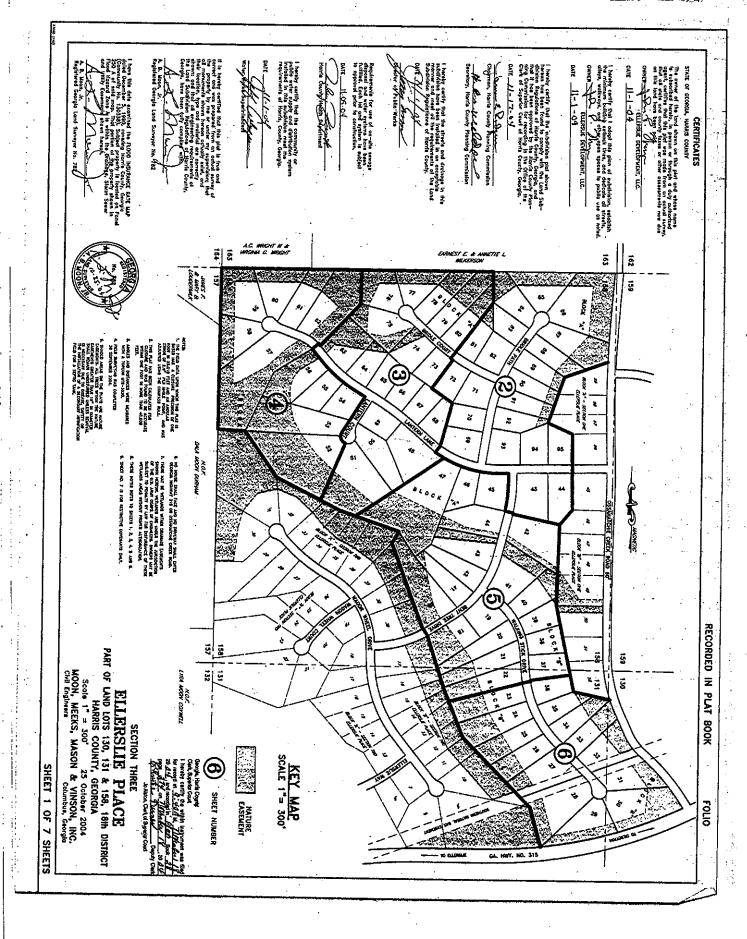
10. Scrist. No sign of any kind shall be displayed to the guidle was any lot except one professional sign and now than one signor stem on any lot except one professional sign is all constituting the property for lost, one sign of the force from the sign of the force from the sign of the sign of the signor signor

ESEA's it is the interest, beautiff and extendings of the Subdivideo Owner and to each and every person who shot patter purchase any lot in said subdivision that centrals perheative commonts governing and registating the use and speacy of the same to established, set forth and declared to be coverable running with the land:

THIS DECLUSATION OF PROTECTIVE CONDUMES, made and published this 15th day of September, 2015 by CLLERSLE ENTLOPMENT, LLC. THAY WHOCKS. The above named company to the corner of the Subdivision linears as Section Two, DLUCKLE PLACE and being a studded of their seriors free special of bend altered, tying and being in Horris County Georgia and being part of Load Left, 131 & 138 . 18th Blattlet

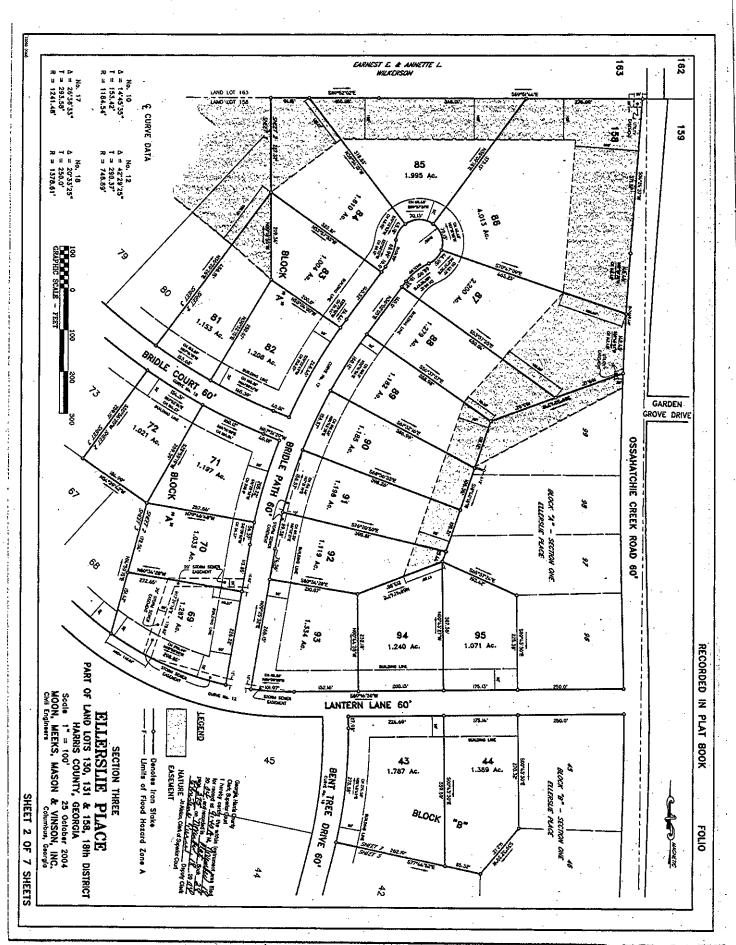
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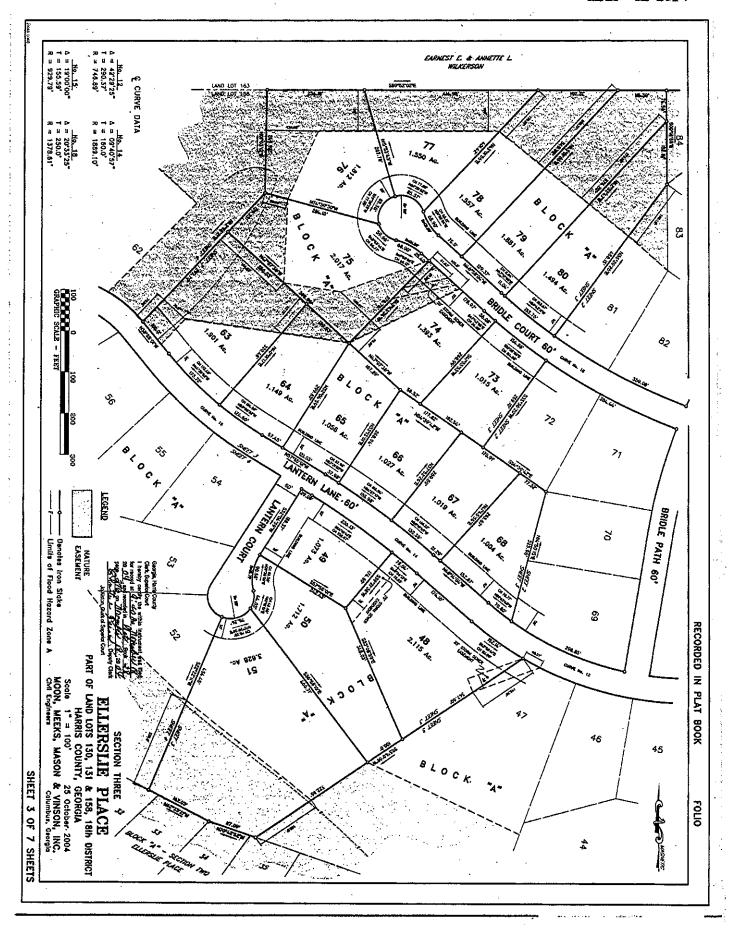


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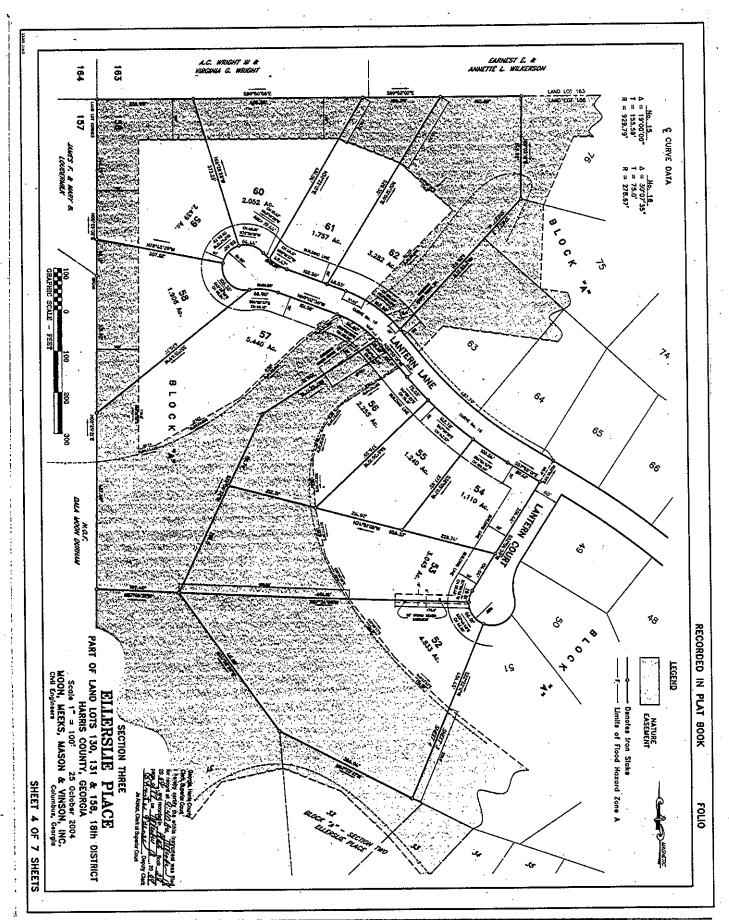
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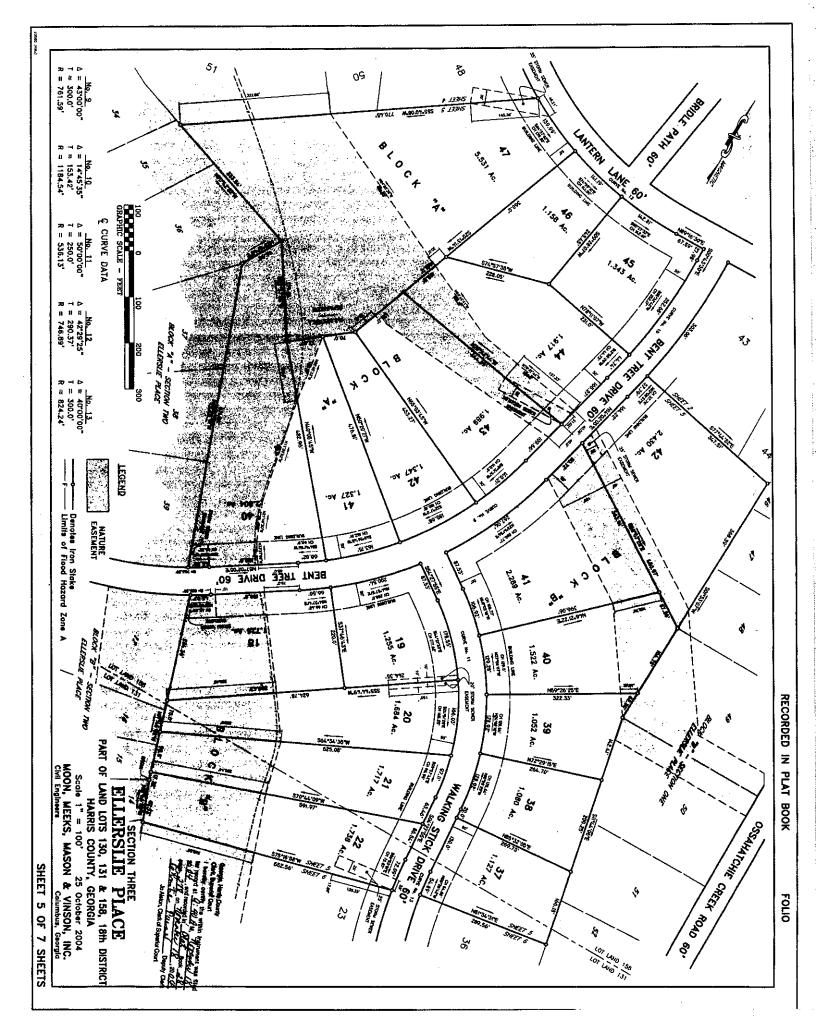


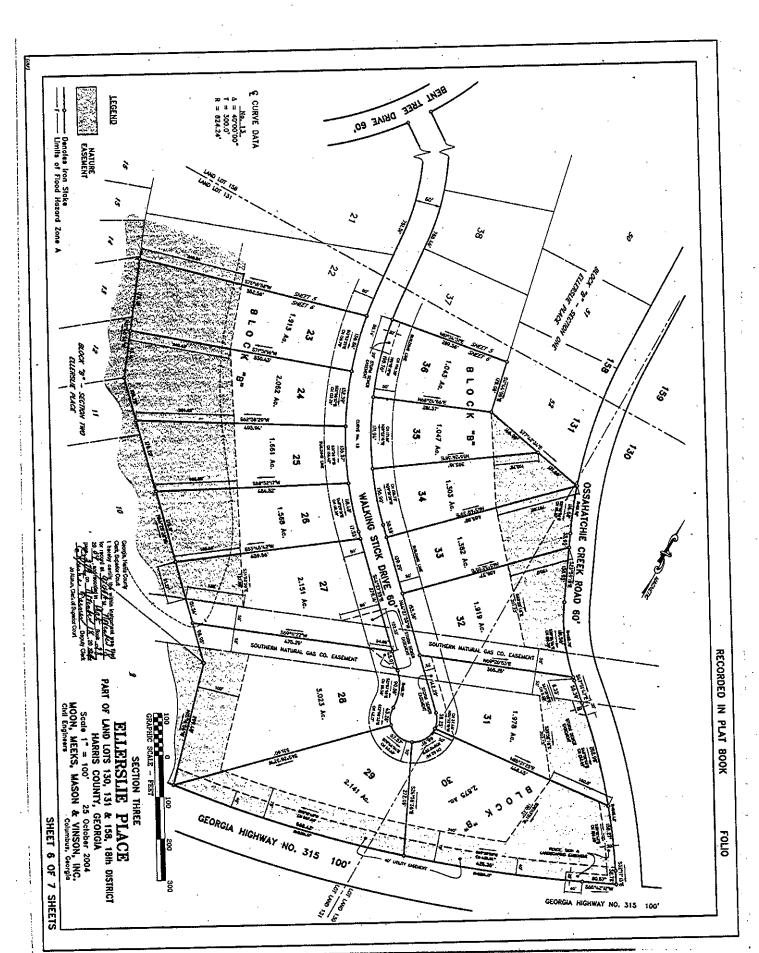
BOOK 28 PAGE 275



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IN WITHERS WHEREOF, and ELEPSLIE DEVELOPMENT, LLC. has counsed these presents to be by its duly authorized officient herwinia, all on the day and year first above written,

a. MEASERSUP. The Architectural Control Committee composed of the common

16. ARCHITECTURAL CONTROL COMMITTEE

to the first list for course for the state has becomed on one his sense to be front lest lines arrower to the created pile. It may seem, un building shall be subted fines altern on the recepting pile. It may seem, un building shall be seem than 50 fixed to the pile first the state that the pile first the state that the pile first the state that the pile first the

LOT ARCH AND WOTH. No deeling shall be exected or placed on any lot having a width of less than 1.23 feet of the minimum building setback five, nor shall any deeling be exacted on placed on any lot having an area of less than one (1) acre.

ENCOUGNE

Cosements for installation and maintance of utilities, stance localities and cobie television are as about on resolutely local for purposes of sosements cobie television considered a utility.

Sholde areas on the picto ore nature example, treas within the nature examples preate short of the nature of the n

15. SGM DETAMES AT PRINSESSINGS. No feet, and badge of the plotting with ordered and interest distinct between 5 and 10 feet doors the rockings shall be plotted or purplished to remain or any consessions and the strong of the

14. ARTENUE. He transmitting or receiving prisence (including but not limited to satisfile dathse and from node orderinal) shall be constructed, another, or access to manch or any lot without the written prior approval of the Architectural Control Committee.

17. STREETS. All data shell be sold with the provision that the city or county may of any time noise or fower the street surfaces and that such oction on the part of the city or county shall in no vise be considered on a beam for a claim for demanas to the obtaining property. TEME. These commentate are in mar with the load out what he binded all purises and all personse calcining under them for a period of themy, years from the delt these comments are seconds, after which time to comments what he authorationly interested for succession period of the comments what he authoration years and the them are the comments when the authoration and the period of the these comments of the must be an incidence of period with property of the period of the comments are incidence of the comments of comme

19. Defondabilit. Edizarament abed by precedings of the or in early opened on premain or persons whething of estimating the violet on processor, white for restruct violetics or in encourse domagne, if the Signature of the processor of the proce

20. SCRSNBUTY. Involdation of any one of these coverants by judge— ment or court ander shall in an erise affect any of the other provisions which shall remain in full force and effect.

RESTRICTIVE COVENANTS SECTION THREE

ELLERSLIE PLACE
LYING IN LAND LOTS 130, 131 & 158,
18th DISTRICT
HARRIS COUNTY, GEORGIA

MOON, MEEKS, MASON & VINSON, INC.
Civil Engineers Columbus, Georgia SHEET 7 OF 7 SHEETS

WLLS. We sell shall be constructed or permitted to remain yold if it is higher than 5 feet or if it is constructed of discounties, contracts books, concerns back; close back or locken thereof or combined with cloy or rout. Clay back or years will be permitted provided the style, backles, heapth and full thate been approved by the Architectural Contral Committed state in pacepoint if theirs.

13. Cocelege 440 RETURE DESPOSE. No let shall be used or maintained as a demand ground for rabbet. Track, partogs or other section shall not be single assisted in sentions continues. All incharactors or other equipment for the alongs or disposed of each materials shall be look in a clean and senticey condition.

12. LMESTOCK AND POULTRY. No quime, thestock, or poultry of any laid shall be mised, and or kept on any lot, except that dogs, cots or other loquehold pole may be look provided that they are not kept, bred or maintained for commercial purposes.

11. Of, AND alread OPENIDORS. No oil define, oil development operations, all refines course for making operations of only facel and the permitted upon or in any left, nor stated oil sets, facel, turners, mineral accordance or shortles operations, open only loc. No derick or other shouldess designed for use in boring for oil or natural goal should be exclude, modificient or permitted on only loc.

10. Statis. Its sign of any land shall be displayed to the public riser on any last except and professional sign of not more than exquest stat, and say of not more than the expose's developing the appropriate profession and significant services and significant shall be appropriated and significant shall be properly of the expensions and significant public significant shall be properly offering the construction and significant public significant.

Insulfoctuary STRUCTURES. He metercooch, ven, traiter or other type which, nor etructure of a fungorary, character, basement, lant, shock, gorget, born or other publishing shell be used on any lot of anytime as a residence, either fungorarity or permanently.

B. MUSCHNESS. No nations or offenine activity shall be carried on upon any let, nor shall enything be done thereon which may be an may become on employers or intellectual to the neighborhood. LAND CONDINCE. The total area covered by buildings, parking areas and difference that inch succeed 25 percent of the area of the lot,

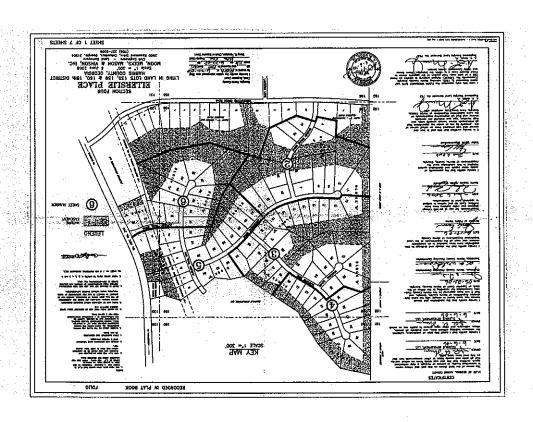
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WAY THOSPORE, for each is consideration of the premises and of the benefit to be defined by the Scholation Owner and sound of the benefit to be scholation Owner and sound the sound of the benefit to the sound to the scholation Owner does not have been a sound to the scholation Owner of the scholation of the scholation owners to popul to set a past date on the scholation owners to popul to set a past date in the warders these protective conservation and become effective farmed sold one of the sound of the scholation of the schola PRISONS, It is the interest baselt and commisse of the Subdividue Ourse and to each and every person who shall Weather a close sent the section of the commission of the common presents of the regarding the sea and company of the sents be established, set forth and designed to be commons underly with the bank.

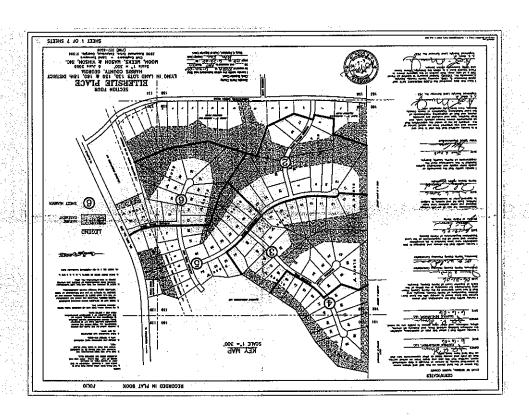
THIS DECLIPATION OF PROTECTIVE CONSTANTS, made and published this 25th day of October, 200-by ELLEISUE DEVELOPMENT, LLC. . THAY WHIPERLY. the obose normal company is the armer of the Subdivision known as Section Them. ELEPSUE PLACE and bring a seculation of that agricus track or parcel of land shares, bring and being in Harris County, Georgia and being part of Land Labs 139, 131 & 135 , 18th District

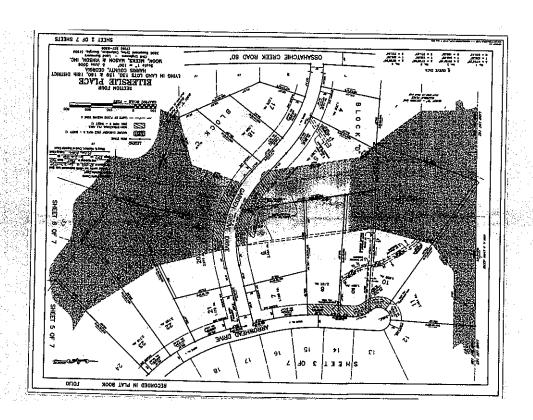
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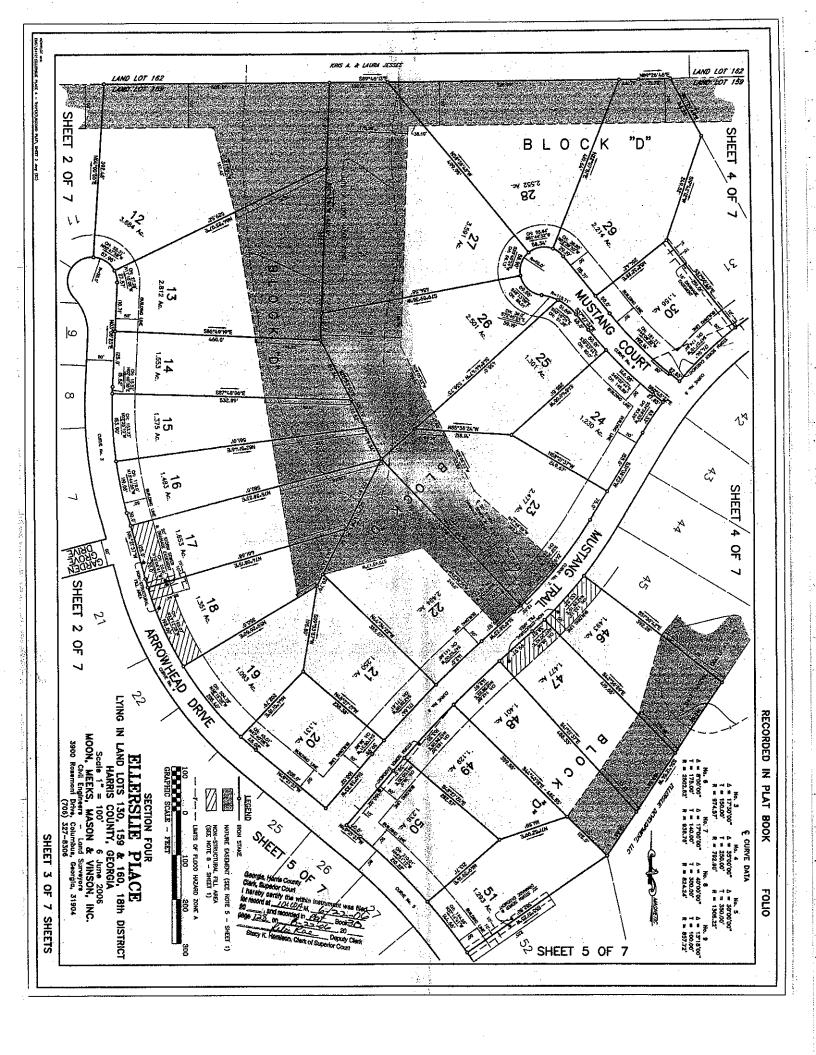
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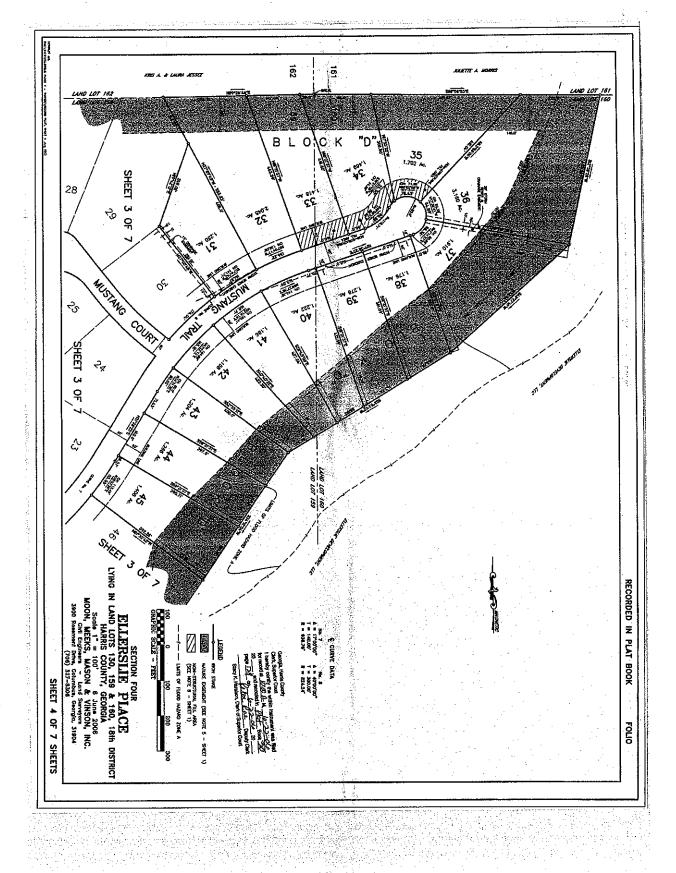


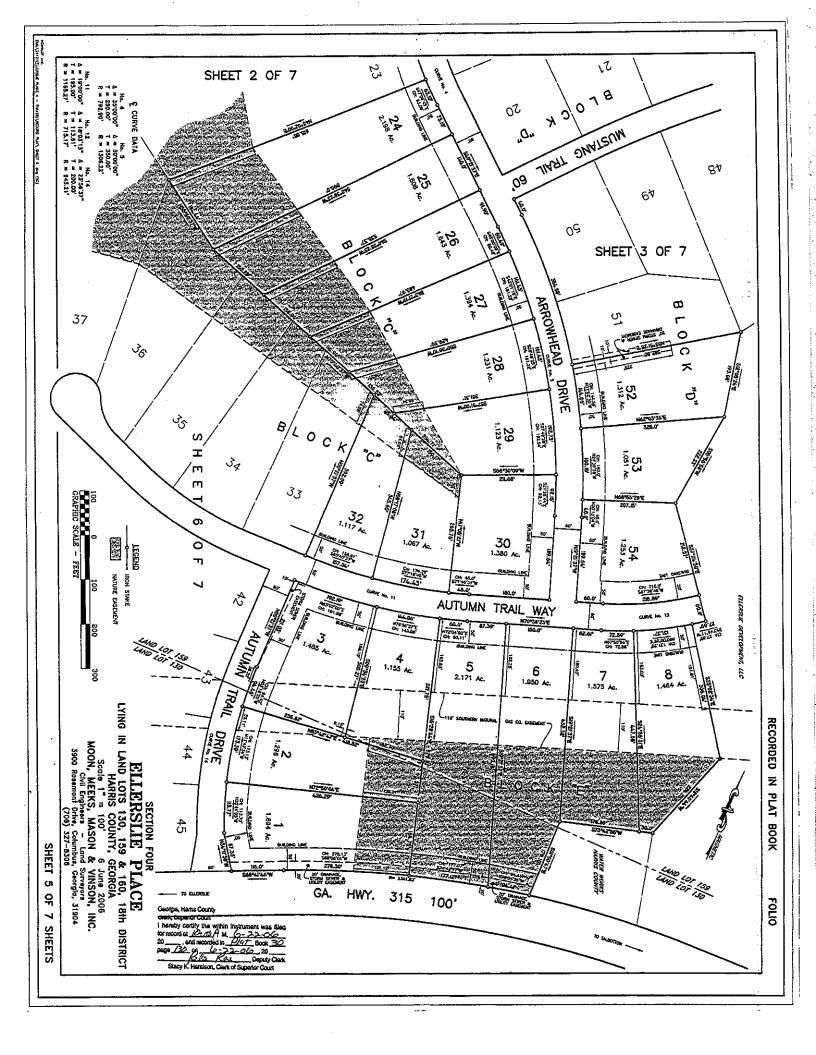
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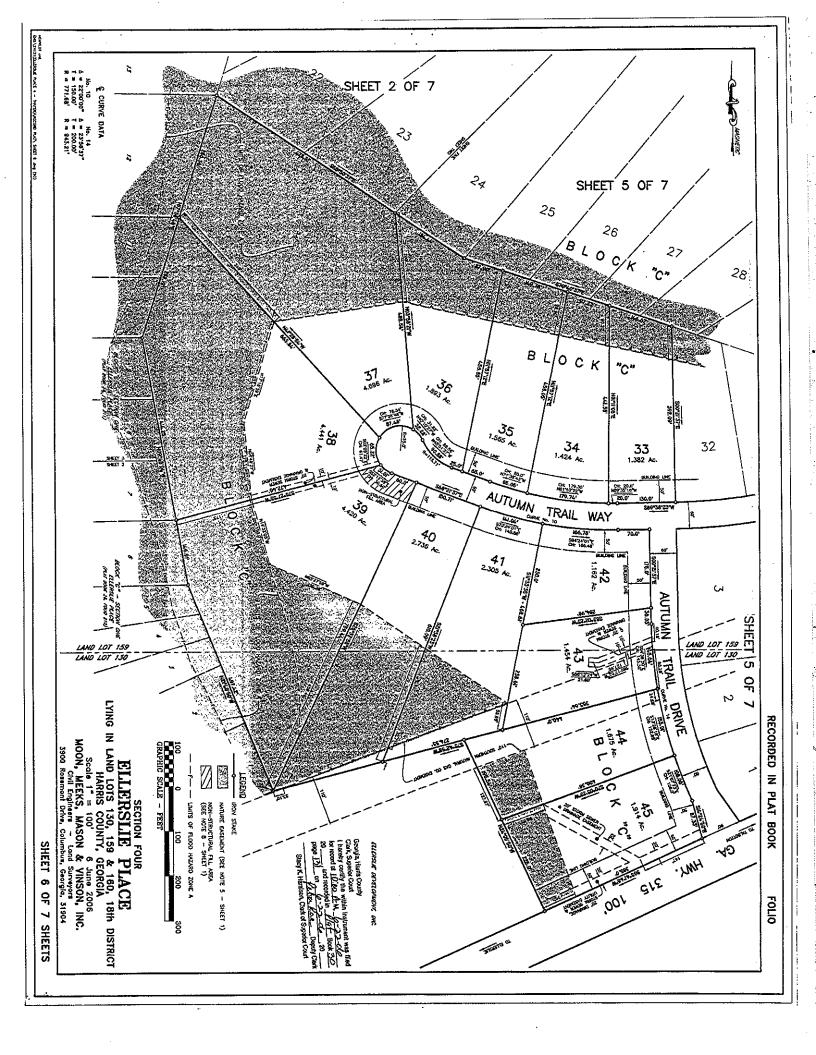












THIS DECLARATION OF PROTECTIVE COVENANTS, andde and published life by ELLERSLIE DEVELOPMENT, LLC. ŝ ğ of June,

THAY WHEELS. The obver named company is the owner of the Subdivision towers as Section Four ELLERSLE PALACE and Seting a tabulation of that definit inter or protes of dated alluets, lying and being in Hards County, Gradia and being part of Land Jule 130, 133 & 140 , 18th Districts

New THECTOR. For each in consideration of the paralters and of the beautile to be defined by the Subdivision Owner and each and serve bellevature where and any of the lifeth in each of subdivision, and the subdivision of WEEREAS, It is the Interest benefit and obtainings of the Subdishion forest and is each and sery seron who stati thereafter purious any lost he believed the forest properties command, governing and regulating the use and accupancy at the anims be established, set forth man declared to be coverant running with the land;

A majority of the committee anny designate a representative to act for #i. In the sent of death or resignation of ony member of the committee, the remaining manchers shell have full outhfolly to designate a successor. It has the members of the committee, nor its designation of representations, what he entitled to only compensation for services performed pursuent to this commant. At any first, upon the joint oction of both (i) this their record owners of a regionity of the late in the subdistion, we take the committee of any time owner by the season of the first that the subdistion, through or other processor. If I then seem any time the membership of the committee more be changed or any of the powers and abilities may be withhown for related.

become an ambiguates. He neadous or offensive activity shall be carried on upon any let, nor shall engithing be done thereon which may be as may become an anneymora or nutriance to the neighborhood. 7. LAND COVERAGE. The lotal area covered by buildings, parking areas and driveways shall not exceed 25 percent of the orea of the lot.

TEMPORARY STRUCTURES. No molorcooch, van, Irailer or other type vehicle, nor structure of a lemporary character, beament, fent, shock, gazge, born or other outputing shall be used on any lot of anytime as a residence, either temporarity or permonently.

b. PROCEDURE. The committee's payeron or disrepayment as reprivate in these covenants shall be in, white, in the sense the committee or is designed represented by the committee or is designed by the committee of the committ

e Neither the subdivision Owner nor the Architectural Controllate has one collegation to hispart this and distribution or this any other measures to enforce simplicace with this defocation. Neither the Subdivision or nor the Architectural Control Committee shall be obligated to institute only forward or other codion to enforce hear presenting of the other codion to enforce them presents or its order of the order of polatical wideline of

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11. OIL AND MINIST OFFISIONS. No oil d'allier, all development possettiers ail seriale, autre de la commentation de la comme

10. SIGNS. No sign of any kind shell be displayed to the public view on any lot accept one portistional sign of more flow one square foot, one sign is not more flow to acquire that coverfield the property state of the sign of sign is used by a builder to observe the property during the continuetion and signs seen public.

Nither the subdividen Owner on the Architectural Controlling with the libella for any liber area of your of the person of a routil of any other or emissions of the Subdividen Owner or Architectural Control Committee Interest of these covenants, reference the Subdividen Owner of Architectural Control Committee (form of coloniar with a Subdividen Owner of Architectural Control Committee (from of coloniar with, or any way related to any approach dispipation, decision, inferprelation, or any other out or failure with respect to this declaration of protective commands.

13. GABBAGE AND RETINE DEPOSAL. No lot shot be used or minimized on a dumping ground (of mubble). Trans, garbage or other works shall not be kept except in swittery contributers. All facilities are of their equipment for the storage or disposal of such motivities shall be kept in a clean and sentiory condition.

12. UNESTOCK AND POWERY. No onlimel, fivestock, or poultry of any kind shell be rolesed, band or kight on any lot, except fitted social, cots or other household pells may be keep provided that they are not kept, bred or main-lained for commercial purposes.

14. ANTENARE. No trainmitting or receiving antenage (thebating but inclined to solellite diabes and hard rodio entenage) shall be constructed, or clieved to remain for any lot without the written prior approval of the Architectural Control Committee.

17. STREETS. All lefs shall be and with the previous that the lay or county may of any fine rates or lower the street surfaces and tool such action on the port of this city or county hadle in no write the be considered as a basis for a daim for domages to the abuting property.

18. TERM, These exements are to run with the fund and shall be blading on all parties and all parties and all parties and all parties and all parties are forming order them for a partie of the white parties are the parties of the white the parties of the parties of the state of the parties of the state of the parties of

15. SIGN DISTANCE AT INTERSCRIBER. The faces, well, hadge of should planting which ostinucts spill fines at severations between 2 and 10 feet doesn't be received as the provided to remain an owner of which he interpolate for forming by the afters properly files and a line connecting them of points 50 feet from the interrection of the after the property in the provided and the several property in the several property in the several property in the property in the property in the several property in the sev

ARCHITECTURAL CONTROL COMMITTEE.

a. NENBERSHIP. The Architectural Control Committee is composed of: George C. Woodruff, Jr.......Columbus,Georgia John P. Theyer........Columbus,Georgia Bruce Jones......Columbus,Georgia Nancy C. Clark..........Columbus,Georgia

19. ENTORCEMENT. Enforcement should be by presentings of low or in equify agoinst any persons of persons idealing or distensible to violate any contents, while the restrict in violation or to receive distinguish of the Section of Artists of Contents of the Section of Artists of Contents of the Section of Artists of Contents of the Section of Contents of the Section of Contents of the Section of Contents of C

SEVERABULTY. Invalidation of any one of these coverants by judge-ment or court order shall it no wise affect only of the other previsions which shall remain in full docus and effect.

PROTECTIVE COVENANTS
SECTION FOUR

LYING IN ELLERSLIE PLACE
LAND LOTS 130, 159 & 160, 18th DISTRICT
HARRIS COUNTY, GEORGIA

MOON, MEEKS, MASON & VINSON, INC.
CIVIL Engineers — Land Surveyors
3900 Resement Orive, Columbus, Georgie, 31904

1. LUHO USE AND BURDING TYPE. No lot should be used except for elected purposes. No building sholl be excepted, ellered, proced or permitted to emplie on any clother than one defacted angles fourly estings and to extend a not one state the out outset low and outset have been any one of a utility or storage building, all to be opposed by the Architectural Control Committee.

which will style the style of t

b. WALLS, No wall shall be construed or permitted to remain on any left it it in bigher from 5 for an If it is exceptingled of pounds concerts, consists beet, concerts bride, directs black or combined with Early or rost. Clay brick or combined with Early or rost. Clay brick or controllation these to expending provided the siys, facation, height and controllat have been approved by the Archifetural Carninol Committee designated in paragraph 16 below.

Syllukilio POOLS. All obore ground swimming pools must be located in his year yards and the location must be opproved by the Architectural Control Committee designated in paragraph 16 below.

y. DRELIMAL COST, (DULITY AND SIZE. He dealing shall be partitled on my list die earl et last the 150,000 hered captured that is that is partitled in the class that the partitled of the control is essure that die destings shall be not a quality of verborned with a control is essure that die destings shall be not a quality of verborned with the control is essure that die destings shall be not have to be not control to the motivation of the second of the motivation of the second of the motivation of the control that the control t

d. Buildhot 100410h, the building shall be located on they lot excert to the front oil line or neare to the side steel line shall not building shall be selected on one of the recorded point in one event, no building shall be located on one of the selected of the one of the selected of the one of the selected of the s

LOT ASEA, AND WIDTH. No dwelling shall be exected or ploced on lot having a width of less than 125 feet of the minimum building selback not shall any dwelling be excited or ploced on any lot having an area of than one (1) acre.

EXSCHENTS

Essensants for tradeliation and mointenes of utilities, drainage facilities and cable television are as shown on the recorder plot for purposes of easements cable television is considered a utility.

b. Shoded crease on the picts are notions assembly. All treas within the notion essemants growed within 10 fall frees within the notion assembly an interest approval is necessary due to disease, solidy or the institution of secondary nitritication field for a sopile tank.

Total Signed, sealed and delivered the presence of:

IN WITHESS WHEREOF, said ELLERSUE OEVELOPHENT, LLC. has caused these presents to be executed by its duty authorized officers hereunto, all on the day and year first above written.

Jon P. Hayn ELLERSLIE DEVELOPMENT, LLC Blow. C. Whooks

THAT WIEDEAS, the above named corporations are the americs of the Subdivision forom as Section Four, ELESSUE PLACE and being a subdivision Subdivision forom as Section Four, ELESSUE PLACE and being in Horris of that a WHEREAS, If is the interest, hareful and obsentings of the Subdishion Contern and interest present who shall have the purchase any lot in said underlains that and in the property operating and regulating the use and company of the same he astablished, set forth and designed to be commands randing with the finish.

WOW THERETORE. For and it consideration of the preview and of the "benefits are as farmed by the last in each substantian and a substantian of the last in each substantian, and Subchhidion Permit do benefit will be a substantian permitted and state the following perhatine comments to apply to all of stadd for each to all persons raming said last, or any of them, benefits; these perfective consonicit whole because attaching medically and roun with the land and shall be binding on all persons dennification through the Subchhidion Connecting that Substantian Connecting under conducting many be acknowled or furnimented in whole or in the last the position of the previous substantian control of the property of the substantian control of the property of the substantian control of the property of the property

. LARD USE AND DEFENDANT TITLE, No, but shall be used accept for pretended perspects, the building that he served primar, pleased or permitted to remain on any lest other than one detailed and in classified and accept the orange beautiful streets in hapit, a partitud purple for any many from them there care each a utility or strongs building, all to be approved by the Architectural Control Committee.

ARCHITECTURAL CONTROL

n. Bittipitics, bio bulleto, including but not ill mined to shrope or LISTs bulleto, a best the averthed, broade or othered over bullet in the averthered broade or othered or bear bulleto, and the averthered or bear bulleto, and the averthered or bear bulleto, and the averthered control Committee on to quality of professional or outstands, became of every or extensional avertical bulletons, and as to booffice with respect to thousands of the averthered or outstands. Approved should be on professed in 16 below.

Intelligence of the property of the problems and need the property of the prop

e. WALLS. He well should be constructed or permitted to mender on any left if it is higher than 5 feet of if it is a small part of the permitted of possibilities on control is block oncernish baries, concernish baries, concernish baries, concernish baries, control in the permitted with other permitted of the permitted baries, location, height and mitterials these been approved by the auchiterianal Committee these designated in perceptuals 16 before.

d. SMINARING POOLS. All above ground settembrig pools must be bocated in the rear yards and the location must be approved by the Architectural Control Control designated in paragraph 16.

3. SMILING, COST, CALLITY AND SIZE, the dwalling shall be sermitted and one lad us could of less than \$100,000 beest igner levels providing an like dottle convencits or a reported, it being this interition and purpose of this command to essure this old indestings shall be of a quality of extramonable and enterted substantially and service of the first minimum permitted drawfung state. The ground libour cost airtical breath for the minimum permitted drawfung state. The ground libour cost of the minimum calculate, socialised of less-states years peculiar and georgest, and drawfung the less than 1500 beauty that for a dwalling of minimum and shally substantial terminal tools open services.

perfect to the final LOCA/1004. No Judding shall be lecated on any behavior to the final last death waters to the deal shred line to the minimum building behavior. It is shown on the recorded plot, in any server, and building shall be located on any led never than 50 feet to the forest line, or nearer than 50 feet to early shall be shading shall be located nearer than 50 feet to early shall be shading shall be located nearer than 50 feet to early shall be should be shall be required for a garage or other permitted occasiony buildings located 15 feet or more from the mind situation. Accessory buildings shall be located in the more your dealty. On comer lost, the occasiony buildings may not be clear to the recorded path by located and in lateracy than the edge of the destilier, is creating shall by located and in lateracy points and other to the record line. For the pulpose of the creating, the continued as a lateracy points and other pulpose, and in the secretaries of the pulpose of the destilled as a lateracy points and other pulpose of the creating shall not be considered to permit any portion of a building in a led to encought upon mother led.

LOT AREA AND WIDTH, he dwalling shall be enrelled or placed on ony tol howing a width of less than 125 feet of the minimum building setbooks tine, nor shall any dwalling be enacled or placed on any lot having an area of less than one (1) acre.

a. Essements for instabilities and maintenance of utilities, drainings facilities and cobis television are as shown on the nearest pict. For purposes of edsements cobis television is considered a utility.

NUISWEES. No noziour or offensive editirity sholt be corried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nationize to the heighbothcod.

11. OIL AND MINNIG OPERATIONS. He cit drilling, oil development speculions, oil entiring, quorying or mining operations of any kind shall be permitted upon or in only ich, nor holl oil wells, footies, humberld exceedings or shall be semiffled upon only lot. He derfolk or other situctures designed for use in beding fer eil or natural gas shall be exceled, maintained or permitted on any lot.

12. LYESTOCK AND POULTRY, to animal, theateck, or poutry of any kind shall be missed, band or kept on any lot, except that dops, anis or other household pets may be kept produced that they are not kept, bred or maintained for commercial purposes.

13. GLERACE MOD RETURN DESPOSAL. No let shall be used or maintained as demploy ground for rubbith. Texts, garbage or other water shall not be kept except. In perform combiners, All inclearations or other explanment for the strongs or disposal of such moteriate shall be kept in a clean noof stationy condition.

ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP. The Architectural Control Committee is composed of:

George C. Woodruff, Jr.....

A molecular of the committee may designate a representative to cold for it. Alther event of cause and cause of committee of the committee, and the committee of the committee of the committee of the committee of the committee, are stated on the committee, and the committee, are stated on the committee, and the committee, are the committee, and the committee, are the committee of the committee of

e. INSPECTION. Nutries the Subdivision Cemers nor the Architectural Control Committee hours only obligation to impact the subdivision to the subdivision of the subdivision that the subdivision that the subdivision from the subdivision that the subdivision from the subdivision committee subdivision to subdivision to subdivision to subdivision to subdivision that the subdivision to the subdivision to subdivisi

RECORDED IN PLAT BOOK

FOLIO

b. Shoded crees on the plots are notice ecements. All tree which the notice control prefer than 10° in disorders shall remain undakinged union errored is necessary of the cases, order or the installation of a secondary eithflootien field for a explic lank.

LAND COVERAGE. The total area covered by buildings, parking and diffeways shall not exceed 25 personl of the area of the lat.

TEMPORMET STRUCTURES. No motorcosch, wan, troller or other type which, nor structure of a temporary character, barrents, tent, shock, gonge, barre or there orbibiding sholl be used on any lot of day free as realdence, either temporarity or permanently.

10. SCHE. No sign of ony ford shall be displayed to the public view on any lot assept one professional sign of not more than one superior facel, one sign of not more him the supers facel unwellning the property of sails or rently, or signs used by a builder to obvertise the property during the continuation and arest perfect.

14. AKIENNAC, his transmitting or receibing enderance (Including but not limited to selectlise dishes and here redd enterance) shall be constructed, execute or ollowed to remain on uny lot althout the prior written approval of the Architectural Control Committee.

15. Sight DISTANCE AT INTERSECTIONS. He fence, wolf, hedge or shrub planting which obstructs sight lines of elevations between 2 and 10 feet above the road-corps shall be ploaded or permitted to seated and only covere but within the idengatic led formed by the street property and are the rest of a road-corp shall be steed from the man and the street of a road-corp property sight-line involutions shall apply on only lot within 10 feet from the lateration of the street of the road-corp property sight-line involutions shall apply on only lot within 10 feet from the lateration of the street of the permitting of or street property line with the edge of a difference of such intersections unless the folloge is molificiant of such lateration of such intersections are shall be presented to the permitted of the molification of sight titles.

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UUE. The committee's approved or disapproved these consonits shall see "such justice when these consonits shall see "such in class to experience which all the temporary and the shall be a provided by the shall be desired to have been fully compiled such as the shall be desired to have been fully compiled.

d. LUBGUT's Nather the Subdefalion Centers are the Architectural Careful Committees shall be labelle for lyel owner or only other person on a result of any cets or comissions of the Subdefaliato Orwerts or Architectural Control Committees thereunder, Each but owner, by wifue of exquising a lest subject to the standard of the subdefaliato Omera and Architectural Committee from out column, such, accepted committee from out column, such, demande, Indelfies and adeptions crising from, concected design, or in one of the subdefaliato of the committee of the commit

17. STREETS. All lofe should be sold with the provision that the city or country many of any fine raise or leaver the street surfaces and thad such ordina on the point of the city or country should in an wise be considered as backs for a citim for damages to the obstiting property.

18. TRM. These coverants are to run with the land and shall be binding on all portics and all persons deliming under them for a period of hearly-fire years from the date Beas coverants are reached, after which time add coverants shall be outsurfacing assistant period of years under an interment signed by a majority of the then covers of the beh has been reached, opening to change said coverants in whole or in part.

10. ENFORCEMENT, Enforcement shall be by proceedings of low or in equity options only person or pursons violating or distinguity to violate any covenant, after to nestroin violating or in recover domages. If his Scadelnion former or any other beneficiary of these consumes options to the policies of the conference of the conference of the policy of the conference of the con

20. SEYEAUBLITY, implication of any one of these coverants by judgment or court order shell in no what affect any of the other provisions which shall remain he list force and affect.

IN WITHESS WHEREOF, said Owners listed above and below have caused these presents to be excured by their day authorized officers hereunto, oil on the day and year first above written.

and delivered CEORDE WOODNETS, IL BUILDER, INC. J.P. THATER CO., INC. FELIS & MILES, INC.
WOODBURF CONTRACTING COMPANY, LLC. LINEAR LANGER CONSTRUCTION CO., INC. Carone J. HORDIC BUILDERS, INC. S. PEARSON CONSTRUCTION, LLC. EWERSIJE DEVELOPMENT, LLC. Shall Person TORE NUMBER, BAC ADDED TO THE 7 Sumple.

REVISED
PROTECTIVE COVENANTS
SECTION FOUR

ELLERSLIE PLACE DISTRICT

LYING

HARRIS COUNTY, GEORGIA
HARRIS COUNTY, GEORGIA
28 August 2006
MOON, MEEKS, MASON & VINSON, INC.
Chil Engineer - Land Surveyors
3900 Resement Drive, Columbus, Georgia, 31804

NORMATI 44 DIA (2012) DIA DIA PLACE 4 - THEODOXICO PLATIENSID SHEET 7 AND DIA

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