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GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SADDLE CLUB AT BELMONT GLEN SUBDIVISION, PHASE 1

THIS GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS made and published this 1 day of May, 2008 by KONTER DEVELOPMENT COMPANY, INC., a Georgia Corporation, hereinafter referred to as "Declarant," having its principal office in Chatham County, Georgia.

WITNESSETH

WHEREAS, Konter Development Company, Inc., a Georgia Corporation, is the owner of those certain tracts or parcels of land known as: Parcels 2A and 2B of Tract "A", being part of a 492.06 acre portion of Tract 2, formerly lands of International Paper Realty Corporation, being a portion of the Rahn Tract a/k/a The Rincon Research Tract Hodgeville Road, as appears upon a map or plat dated October 10, 2006 by James M. Sims, GRLS #2280 recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Plat Book C144, Page F; and

WHEREAS, a 57.97 acre portion of the aforesaid tract has been subdivided into Phase 1, Saddle Club at Belmont Glen Subdivision, according to a map recorded in Plat Cabinet C-195, Pages A-1 through F-1 and Plat Cabinet C-196, Pages A-1 through F-1, Effingham County Records; and

WHEREAS, these covenants and restrictions shall be deemed to apply to not only Phase 1 of Saddle Club at Belmont Glen Subdivision, but also to any future phase of Saddle Club at Belmont Glen Subdivision as may appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant has caused to be created a non-profit Georgia corporation, Belmont Glen Homeowners Association, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said Subdivision, said Declarant hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant until the 31st day of December, 2027, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

PARAGRAPH 1

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DEFINITION OF TERMS USED HEREIN

1.1 DECLARANT. The word "Declarant" wherever used in this Declaration

means and refers to KONTER DEVELOPMENT COMPANY, INC., a Georgia Corporation.

1.2 DWELLING HOUSE. The word "Dwelling House" wherever used in this

Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

1.3 LOT. The word "Lot" wherever used in this Declaration means and refers to

any lot shown on a subdivision map of any phase of Saddle Club at Belmont Glen Subdivision of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. The number following the word "Lot" refers to the particular lot so numbered on any subdivision map of a phase of Saddle Club at Belmont Glen Subdivision.

1.4 SAID PLAT/SAID SUBDIVISION MAP. The words "Said Plat" or "Said

Subdivision Map" wherever used in this Declaration meaning and referred to the Plat which is recorded in Plat Cabinet C-195, Pages A-1 through F-1 and Plat Cabinet C-196, Pages A-1 through F-1, of the records in the Office of the Clerk of the Superior Court of Effingham County, Georgia, as well as any future subdivision map of a phase of Saddle Club at Belmont Glen Subdivision as may

appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

1.5 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to Belmont Glen Homeowners Association, Inc., its successors and assigns.

1.6 SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.

1.7 SETBACK. The word "Setback" wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.

1.8 COMMON PROPERTIES. The words "Common Properties" wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements thereon, and any person property or equipment, with respect to which the Developer grants, assigns, or conveys to the Association, title, interest in, or rights of use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing. Any area designated as "open space" or "buffer" or "recreational area" or "common area" on any subdivision map of any phase of Saddle Club at Belmont Glen Subdivision shall be considered Common Property.

1.9 OWNER. The word "Owner" wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot and Dwelling House situated upon said property, but, notwithstanding any applicable theory of a Security Deed, shall not

mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.10 MEMBER. The word "Member" wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

1.11 STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, lane, parkway, drive, place, court, road, terrace, way, circle, or row.

1.12 ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to the Architectural Committee described hereafter in this Declaration.

1.13 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling House.

1.14 SUBDIVISION. The word "Subdivision" wherever used in this Declaration means and refers to Saddle Club at Belmont Glen Subdivision.

PARAGRAPH II

USES PROHIBITED AND PERMITTED

2.1 Said property shall not be used, nor shall any portion thereof be used, for any purposes other than single family residence purposes.

2.2 No building, other than a detached single family Dwelling House and an

accessory outbuilding, that is approved by the Architectural Committee, shall be erected, constructed, or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private Dwelling House and an accessory outbuilding.

A detached private garage for the use of the owners or occupants of the Lot may be erected subject to the approval of the Architectural Committee. Accessory outbuildings may not be built or constructed any earlier than the time the Dwelling House on said lot is erected.

2.3 It is the intention and purpose of these covenants to ensure that all dwellings,

outbuildings, garages and enclosures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings, garages and outbuildings shall be constructed in accordance with applicable government building codes, or with more restrictive standards that may be required by the Architectural Committee.

2.4 When the construction of any building or any Lot is once begun, work thereon

must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration, as well as applicable ordinances of Effingham County, Georgia.

2.5 The location of each dwelling and other structures on a Lot shall be subject to

approval in writing by the Architectural Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth herein.

2.6 No outbuilding, shed, tent, trailer, or temporary building of any kind shall be

erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such Dwelling House as is permitted hereby and no outbuilding, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such construction.

2.7 No business of any kind whatsoever shall be erected, maintained, operated,

carried on, permitted, or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten or nursery school, sanitarium, beauty shop, barber shop, asylum, or institution, and no noxious, dangerous, or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the properties in the Subdivision. This prohibition also includes single person businesses which may be permitted under Effingham County zoning laws in areas zoned for exclusive single family residential purposes.

2.8 No hogs, cattle, roosters, guinea hens, cows, goats, sheep, snakes, rabbits,

hares, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose at any time.

2.9 Domesticated dogs, cats and birds may be kept on any part of a Lot in such numbers as are allowed by any existing Effingham County ordinance. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. Any existing Effingham County Leash Ordinance shall apply to such domesticated dogs and cats. Dogs and cats must be subject to such restraints as are necessary to prevent these animals from roaming onto any other Lot within the Subdivision.

2.10 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

2.11 The following vehicles must be located on a Lot in either a driveway or garage: cars, pickup trucks, jeeps, vans and sports utility vehicles.

2.12 On all Lots within Saddle Club at Belmont Glen Subdivision, Phase 1, boat trailers, utility trailers, campers, recreational vehicles and motorcycles must either be in a storage facility or be situated behind the Dwelling House where the vehicle/trailer cannot be seen from the street in front of the house. Provided, however, that if such a Lot is a corner Lot and the vehicle/trailer is to be situated behind the Dwelling House, then the Owner must also screen the vehicle/trailer from view from the street to the side of the subject Lot. The storage facility or method of screening must be approved by the Architectural Committee. In the sole discretion of the Architectural Committee, fencing may be an approved method of screening.

2.13 No vehicle or trailer of any type may be kept or stored in the street right of way or on a sidewalk.

2.14 Except for shallow wells installed for landscape irrigation, no well shall be

constructed or maintained on any Lot.

2.15 No septic sewage disposal system shall be constructed or maintained on any

Lot.

2.16 No plants or seeds or other things or conditions harboring or breeding

infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.17 No fences shall be permitted on said property except as hereinafter provided

and only upon the approval of the Architectural Committee hereinafter provided. Fencing of any

Common Property by an adjacent Owner is prohibited.

2.18 As to all Lots in Saddle Club at Belmont Glen Subdivision, Phase 1, trash,

garbage, or other waste shall be kept in sanitary containers and shall be situated behind the Dwelling

House, where the container cannot be seen from the street in front of the subject Lot. Any

incinerators or other equipment used for disposal of such waste shall be kept in a clean and sanitary

condition and shall also be situated behind the Dwelling House where such equipment cannot be

seen from the street in front of the subject Lot. Such equipment shall also be screened from view

from the rear of the Lot. The method of screening from view from the rear of the Lot shall be

established by the Architectural Committee.

2.19 All Lots in Phase 1, Saddle Club at Belmont Glen Subdivision and all Lots in

future phases of Saddle Club at Belmont Glen Subdivision have a restriction that the Dwelling

House may not exceed two stories in height.

2.20 All heating and air conditioning systems in Phase 1 of Saddle Club at Belmont

Glen Subdivision, which are located on the side of the Dwelling House, must be stored in an

enclosure. With the approval of the Architectural Committee, landscaping is an acceptable form of enclosure. The design, materials and construction of the enclosure are subject to approval by the Architectural Committee. Such systems which are located behind the Dwelling House where the systems cannot be seen from the street in front of the subject Lot are not required to be in an enclosure.

2.21 All swing sets, play equipment and play houses for children must be situated behind the Dwelling House where the equipment cannot be seen from the street in front of the subject Lot and also be screened from view from the street to the side of the subject Lot. The method of screening must be approved by the Architectural Committee. In the sole discretion of the Architectural Committee, fencing may be an approved method of screening.

2.22 Nothing shall be done or kept on any Lot or in the Common Properties which will increase the rate of insurance. No Owner shall permit anything to be done or kept on a Lot or in the Common Properties which will result in the cancellation of insurance or which would be in violation of any law. No waste will be permitted on the Common Properties.

2.23 Clotheslines shall be situated behind the Dwelling House where they cannot be seen from the street in front of the subject Lot and also must be screened from view from the rear of the Lot. The Architectural Committee shall establish the method of screening from view from the rear of the Lot.

2.24 The Association is granted the authority to impose a monetary penalty against any Owner for violation of this General Declaration of Covenants and Restrictions in accordance with process to be established by the Board of Directors of the Association. The process will provide for a written notification to the Owner of the violation and a right to cure period before the

penalty is imposed. Such penalty shall be a charge upon the land, as is the case with the Common Properties Maintenance Charge and subject to collection in the same manner, all as set forth under Paragraph 6 herein. The penalty imposed by the Association will be as follows: (1) Where the violation requires the Association to expend funds to cure, remedy, eliminate or remove the violation, then the penalty will be two times the amount expended by the Association. (2) In all other cases of a violation, the maximum penalty the Association may impose is the sum of \$2,500.00.

PARAGRAPH III

ARCHITECTURAL COMMITTEE

3.1 Declarant's objectives are to carry out the general purposes expressed in this Declaration; to prohibit any improvement or change in the Lots which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the Lots will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality so as to enhance the value of Lots within the Subdivision.

3.2 To achieve Declarant's objectives, the Board of Directors of the Association shall create an Architectural Committee which will be given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such Committee. Notwithstanding such fact, until such Committee has been created and is functioning, and whenever such Committee is not functioning, the Declarant

reserves the right to perform all of the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the Architectural Committee.

3.3 Prior written approval shall be obtained from the Architectural Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, service yard, screening, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding improvements and topography by the Architectural Committee. The term "structure" as used within this paragraph and any other paragraph of this Declaration shall be deemed to include satellite receiving dishes and exterior television and/or radio antennas. The locations of any of these transmission receiving structures is subject to approval of the Architectural Committee.

3.4 Whenever approval is required of the Architectural Committee, or Declarant, appropriate plans and specifications shall be submitted to the Committee or Declarant. Such Committee, or the Declarant, shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty (30) days after said plans and specifications have been submitted to it, except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. If such plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this article will be deemed to have been fully

complied with unless a suit to enjoin the proposed construction or changes has been commenced prior to the commencement of construction. At the discretion of the Committee, or the Declarant, a filing fee not exceeding \$150.00 shall accompany the submission of such plans to defray expenses. No additional fee shall be required of resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee, or the Declarant.

3.5 The approval of the Architectural Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other Lots in said Subdivision.

3.6 Upon its initial formation, the Architectural Committee shall consist of the following members: (a) Jerome S. Konter; (b) Marcy W. Konter. Said committee members, or their replacements as selected by the Declarant, shall continue to serve until a date certain, which shall be the earlier of: (a) 7 1/2 years from the recording date of the General Declaration of Covenants and Restrictions; or (b) the date at which time seventy-five percent (75%) of the Lots in the Subdivision with completed Dwelling Houses constructed thereon, have been conveyed to third party purchasers. As of the date of recording of the General Declaration, the Subdivision consists of Phase 1 comprising 182 Lots. If the Declarant creates additional phases to the Subdivision prior to the earlier dates certain set forth above, then the date certain shall be subject to being extended. Each time a new phase is added, the date certain will be recalculated. The additional time added to either (a) or (b) above will be established as follows: As to (a), the 7 1/2 year period will have added

to it a time period calculated at the rate of 0.4945 per Lot in the phase (original 90 months divided by 182 Lots). By way of example, if 39 Lots are created in a new phase, then 19.29 months will be added to the 7 ½ year period. As to (b), the date will be when seventy-five per cent (75%) of the Lots in the Subdivision, including the Lots in the new phase, with completed Dwelling Houses constructed thereon, have been conveyed to third party purchasers. The date certain will then become the earlier of the recalculated (a) or (b) above. At such time, Declarant shall cease to select the members of the Architectural Committee and such responsibility shall be assumed by the Association. The Board of Directors of the Association shall then appoint replacement members who shall serve through the end of that calendar year. In January of the next year, the Board of Directors of the Association may select a registered architect and a landscape architect to be members of the Architectural Committee. Such architects shall serve at the pleasure of the Board of Directors but may be terminated upon ninety (90) days written notice. The Board of Directors shall at the same time select three (3) representative to be members of the Architectural Committee. The Architectural Committee shall then consist of a minimum of three (3) members. The term of an Association representative shall normally be two (2) years with no restriction on the number of years a representative may serve. At the first January where the Board of Directors selects members of the Association, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two (2) year period.

3.7 After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of the Clerk of the

Superior Court of Effingham County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

3.8 Any agent or member of the Architectural Committee may, upon six (6) hours notice, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

3.9 No member of the Committee shall be entitled to any compensation for services performed pursuant to this Declaration.

PARAGRAPH IV

AREA IMPROVEMENTS

4.1 Following the date that the Declarant relinquishes its right to select the members of the Architectural Committee, the Declarant may still own undeveloped Lots in the subdivision. The Declarant is required to submit plans and specifications of construction for approval by the Architectural Committee. Provided, however, that the standards of approval that shall apply shall be those that were in effect during the time the Declarant selected the members of the Architectural Committee. Any modifications or changes, which the Architectural Committee seeks to place on the Declarant, shall be of no force or effect. As to other undeveloped Lots, the Architectural Committee can continue the standards set by the Declarant or may make any alterations it deems appropriate.

4.1 (a) Lots 35-118, both inclusive, and Lots 286-297, both inclusive, Saddle Club at Belmont Glen Subdivision, Phase 1. No Dwelling House shall be erected on said property

having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,200 square feet. In the case of a Dwelling House having more than one story, no Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 600 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback lines and utility easements as are applicable to each Lot as shown on the subdivision map.

(b) Lots 1-34, both inclusive; Lots 238-285, both inclusive; Lots 119, 216, 298 and 299, Saddle Club at Belmont Glen Subdivision, Phase 1. No Dwelling House shall be erected on said property having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,500 square feet. In the case of a Dwelling House having more than one story, no Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 750 square feet. The Architectural Committee has the discretion to permit square footage in excess of the minimum set forth herein. Lots will have building setback lines and utility easements as are applicable to each Lot as shown on the subdivision map.

(c) The respective square footage requirements on Lots in future phases of Saddle Club at Belmont Glen Subdivision shall be set forth in Supplemental Declarations for such phases that will appear of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

5.1 In accordance with the non-profit corporation laws of the State of Georgia, Declarant shall form Belmont Glen Homeowners Association, Inc. to administer the Common Property and to carry out those responsibilities as set forth herein as well as the Articles of Incorporation and By-Laws of the corporation. Each Owner of a Lot in the Subdivision shall be a member of the Association. During the period in which the Declarant names the directors of the Board of Directors of the Association, the members shall not have a vote of the operation of the Association. At such time the Declarant relinquishes its right to name directors of the Board of Directors of the Association, each Lot shall then constitute one (1) vote on all Association matters without regard to the number of individuals and/or entities who hold an undivided percentage interest in any Lot.

5.2 Upon its initial formation, the Declarant selected two members of the Board of Directors of the Association. Said Directors, or their replacements as selected by the Declarant, shall continue in office until a date certain, which shall be the earlier of: (a) 7 ½ years from the recording date of the General Declaration of Covenants and Restrictions; or (b) the date at which time seventy-five percent (75%) of the Lots in the Subdivision with completed Dwelling Houses constructed thereon have been conveyed to third party purchasers. As of the date of recording of the General Declaration, the Subdivision consists of Phase 1 comprising 182 Lots. If the Declarant creates additional phases to the Subdivision prior to the earlier dates certain set forth above, then the date certain shall be subject to being extended. Each time a new phase is added, the date certain will be recalculated. The additional time added to either (a) or (b) above will be established as

follows: As to (a), the 7 ½ year period will have added to it a time period calculated at the rate of 0.4945 per Lot in the phase (original 90 months divided by 182 Lots). By way of example, if 39 Lots are created in a new phase, then 19.29 months will be added to the 7 ½ year period. As to (b), the date will be when seventy-five per cent (75%) of the Lots in the Subdivision, including the Lots in the new phase, with completed Dwelling Houses constructed thereon have been conveyed to third party purchasers. The date certain will then become the earlier of the recalculated (a) or (b) above. At such time, the responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws. The Board of Directors shall consist of a minimum of five members and a maximum of seven members. The term of a Director shall normally be two years with no restriction on the numbers of years a Director may serve. At the first of January when the Association selects Directors, a majority of the Directors (three or four, dependent upon the number of Directors standing for election) shall be selected to serve two years each, and the remaining Directors shall be selected for a one year term. Thereafter, all terms will be for a two year period. No member of the Board of Directors shall be entitled to compensation for services performed pursuant to this Declaration.

5.3 Prior to the time that the Declarant relinquishes its right to name members of the Board of Directors of the Association, the Declarant shall establish an Advisory Committee of Owners for the limited purpose of consulting with the Declarant and carrying out specific functions of the Association. The Declarant shall name the members of the Advisory Committee, which shall not exceed five (5) Owners. The Declarant will delegate certain functions of the Association to the Advisory Committee. Any recommendations or decisions of the Advisory Committee shall be

subject to approval by the Declarant. The Advisory Committee will have at least two (2) meetings per year with the Declarant and other meetings as it determines are necessary. At such time as the responsibility of selecting the Board of Directors of the Association is assumed by the members, the Advisory Committee will cease to exist.

Within thirty (30) days of the date that the Declarant is to relinquish its right to name the members of the Board of Directors of the Association, the Declarant will meet with the Advisory Committee to perform an inspection of the Common Properties. The Declarant will repair, replace or provide funding for those items or areas which the Declarant believes, in its sole discretion, need repair or replacement. Upon such repair, replacement or funding, the Declarant has satisfied its obligation as to the Common Properties and is released from any further liability as to the Common Properties.

5.4 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common property legal title to the following common properties, inclusive, but not limited to, the following:

- (a) stone masonry and vinyl fencing constructed within common properties of the subdivision or as referred to as open space on the subdivision map;
- (b) basketball court, goals, rims, backboards and structural support for this equipment;
- (c) landscaping of the Common Property;
- (d) irrigation and lighting of the Common Property;
- (e) main entry signage of the subdivision;
- (f) all medians with landscaping and irrigation located within each median;

- (g) common area walkways;
- (h) decorative street signs;
- (i) traffic control sign posts;
- (j) playground area and equipment;
- (k) swimming pools and fences;
- (l) tennis court and fences;
- (m) pool cabana;
- (n) pavilion;
- (o) lagoons along with aeration equipment;
- (p) park benches;
- (q) grills;
- (r) fitness center and fitness equipment;
- (s) softball fields and practice area with associated dugouts, bases and screening;
- (t) football/soccer field with associated combination goal posts and soccer goals;
- (u) improvements that may be located in an area designated as open space or buffer or recreation area on the subdivision map;
- (v) all amenity locations designated as open space or recreation area on the subdivision map;
- (w) areas designated as open space, buffer or recreation area or common area on the subdivision map.

5.5 Every member shall have the right and easement of enjoyment in and to the Common Properties in common with other Owners and such easements shall be appurtenant to and shall pass with the title to every Lot.

5.6 The Association, for itself, its successors and assigns, hereby covenants with the Declarant as follows:

(a) The Association will accept conveyance of the Common Properties which the Declarant is obliged to convey to the Association.

(b) The Association will preserve and maintain for the common benefit of its members all the Common Properties which it hereafter shall own.

(c) The Association shall be responsible for all painting to Common Property, Common Property maintenance, repairs to Common Property, replacement of all electrical and common equipment, and in each and every way maintain the Common Property for the full use and enjoyment of the members.

5.7 The Association has the right to take such steps as are reasonably necessary to protect the Common Properties against damage or abuse.

5.8 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. The Association may also take any action it deems necessary in its sole discretion to reimburse the Association for any damage to common properties caused by an owner or any guest or invitee of any owner. Such action includes, but is not limited to, remedies set forth under Section 6.4 herein.

5.9 The Association has the right to dedicate or transfer or mortgage all or part of the Common Properties to any public agency, authority or utility, subject to such conditions as may

be agreed to by the members, provided that no dedication or transfer shall be effective unless approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least ninety (90) days in advance of the vote.

5.10 There shall be no obstruction of any area designated as open space, buffer, recreational or common area.

PARAGRAPH VI

COMMON PROPERTIES MAINTENANCE CHARGES

6.1 Each Lot within Saddle Club at Belmont Glen Subdivision, Phase 1, shall be subject to a maintenance charge or assessment at the rate of \$300.00 annually payable in three installments of \$100.00 each. Any change in the assessment is subject to the approval of the Board of Directors of Belmont Glen Homeowners Association, Inc; provided, however, that the Board of Directors can increase the assessment a maximum of 15% in any calendar year. Any change in the assessment that is approved by the Board of Directors in excess of 15% must be approved by 70% of the Lot Owners within the subdivision, with each Lot having one vote without regard to the number of fee simple title holders. The assessment accrues at the time an owner receives title to a Lot from the Declarant or J. K. Homes, Inc. and at closing, the owner shall be charged for a pro rata share of the assessment from the date of closing to the next scheduled assessment billing date.

6.2 While Jerome S. Konter and Marcy W. Konter, or their replacements as selected by the Declarant, serve as the Board of Directors of the Association, Lots owned by the Declarant will not be subject to a maintenance charge or assessment. During such time, the

Declarant will subsidize the operation of the Association. Declarant will establish a budget, which has as a line item a replacement reserve account for the fixed assets of the Association. Until such time as Declarant relinquishes its right to name the members of the Board of Directors of the Association, Declarant will fund any deficiency of operation of the Association. Declarant will also be obligated at the time of the relinquishment to have a replacement reserve account that is funded as budgeted. When the Declarant relinquishes selection of the members of the Board of Directors of the Association under 5.2 herein, the operating account of the Association will have a zero balance. Upon proper funding of the replacement reserve account, Declarant will be relieved of any further monetary obligation to the operation of the Association. Any Lots owned by Declarant shall then be subject to a maintenance charge or assessment in the same manner as all other Lots.

6.3 All sums as above set forth are payable to Belmont Glen Homeowners Association, Inc. and the amount so paid shall be administered by the Board of Directors of said Association and may be used for the payment of maintenance expenses as previously set forth herein.

6.4 All such assessments, together with interest at the rate of 10% and cost of collection thereof, as hereafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment falls due. Acceptance of a deed to a Lot within the Subdivision shall be construed to be a covenant to pay all assessments levied by the Association. The Association shall have the right to take and prosecute all actions or suits, legal or otherwise, which it may in its sole discretion deem necessary for the collection of

such charges. As such, and since the assessment is the personal obligation of the person who is the owner of the assessed land, the Association specifically has the right to file a suit for collection in the appropriate court of jurisdiction in Effingham County, Georgia. In the event such judgment is obtained, the Association can then pursue post judgment collection activities including, but not limited to, garnishment actions.

6.5 The lien hereby reserved, however, shall be at all times subordinate to the lien of any lender of any sums secured by a properly recorded security deed or deed to secure debt on the land records of Effingham County, Georgia. Provided further, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure and nothing herein shall be construed to affect the rights given to the Association to enforce the collection of such assessments accruing after either a foreclosure sale has occurred or a deed in lieu of foreclosure has been executed.

6.6 All Common Properties owned by the Association shall be exempt from assessment.

6.7 In addition to the Common Properties Maintenance Charge, the Association may assess, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement in the Common Area, including fixtures and personal property related thereto. Such assessment shall have the approval of the Board of Directors of the Association and 70% of the Lot Owners within the Subdivision, with each Lot having one vote without regard to the number of fee simple title holders.

6.8 Any assessment not paid within 15 days after the due date shall incur a 5%

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late penalty. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common properties or abandonment of the Dwelling House.

PARAGRAPH VII

STREETS, EASEMENTS, RESERVATIONS, SIGNS, RIGHTS OF WAY AND SIDEWALKS

7.1 No title in land in any street is intended to be conveyed, or shall be conveyed

to the grantee under any deed, or to the purchaser under any contract of purchase.

7.2 Easements for installation and maintenance of utilities and/or drainage

facilities are reserved as shown on the recorded plats.

7.3 Declarant may include in any contract or deed hereafter made additional

protective covenants and restrictions not inconsistent with those contained herein.

7.4 No dwelling house or other structure of any kind shall be built, erected, or

maintained upon any such easements, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said location for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

7.5 No signs, or other advertising device of any character shall be erected, posted,

pasted, displayed, or permitted upon or about any part of any Lot except a sign of not more than five

(5) square feet in area, advertising the property for sale, and signs used by builders to advertise the property during the construction and sales period; provided however, that any such builders' signs shall be subject to approval by the Architectural Committee. Signs advertising the property for rent or lease are prohibited.

PARAGRAPH VIII

LANDSCAPE PLAN

8.1 Lots 1-34, both inclusive; Lots 238-285, both inclusive; Lots 119, 216, 298 and 299 are subject to the requirement that a landscape plan be submitted to the Architectural Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of the planting not less than twenty-five (25) shrubs and one (1) ornamental tree.

8.1 Lots 35-118, both inclusive, and Lots 286-297, both inclusive, are subject to the requirement that a landscape plan be submitted to the Architectural Committee under the provisions of Paragraph III of this Declaration. Specifically, the Architectural Committee requires that the front yard of the Lot be planted with sod. Further, the design and installation of foundation plants will consist of planting of not less than twenty (20) shrubs and one (1) ornamental tree.

PARKING

Each Owner must provide as part of its submission of plans to the Architectural Committee sufficient off street parking to service vehicles titled in the Owner and his/her immediate family. Temporary parking in the street right of way for guests of the Owner is allowed. Any vehicle that remains in the street right of way for a period of time as deemed excessive in the sole discretion of the Association shall be subject to removal. The Association shall remove any vehicle parked in an unauthorized location and will request that all local ordinances regarding the blocking of street rights of way and abandoned vehicles be enforced. The Association is to establish rules regarding notification to Owners of vehicles that are in violation of this covenant.

PARAGRAPH X

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

10.1 All of the covenants, restrictions, reservations and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect as herein provided.

Said covenants, restrictions, reservations, servitudes and easements as are in

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force on the 31st day of December, 2027, shall be renewed automatically and without further notice from that time for a period in accordance with O.C.G.A. 44-5-60(d)(1) and (2).

10.2 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee, the Association, or by an owner of any Lot in said property.

PARAGRAPH XI

SUBORDINATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded security deed or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such security deed or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such security deed or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

PARAGRAPH XII

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VIOLATIONS OF COVENANTS, RESTRICTIONS, RESERVATIONS,

SERVITUDES AND EASEMENTS

12.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to the Declarant and to the Architectural Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Committee or the Association be liable for any damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

12.2 Where an action, suit, or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

PARAGRAPH XIII
RIGHT TO ENFORCE

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The provisions contained in this Declaration shall bind the Architectural Committee and the Association, or the Owner or Owners of any Lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Committee, the Association, or the Owner or Owners of any Lot in said Subdivision, their legal representatives, heirs, successors, or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

PARAGRAPH XIV
ASSIGNMENT OF POWERS

14.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual and upon such corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance, or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance, or assignment.

14.2 In the event Declarant shall convey all of its right, title and interest in and to the real property described in said plats and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by

instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant.

PARAGRAPH XV

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this Declaration, or in any way define, limit, or describe the scope of intent of that particular section or paragraph to which they refer.

PARAGRAPH XVI

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, term, provision, or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision, or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

17.1 Until such time as Declarant relinquishes its right to name members of the Board of Directors of the Association, Declarant may amend these covenants to make technical or substantive corrections in response to requirements by local, state and federal regulatory authorities.

17.2 When Declarant relinquishes selection of the members of the Board of Directors of the Association, thereafter any amendment of these covenants must receive the affirmative vote of each Lot in the subdivision. It is understood that a Lot with more than one owner shall only have one vote.

PARAGRAPH XVIII

ANNEXATION AND DEDICATION

Annexation of additional properties and dedication of common properties requires HUD/VA approval as long as Declarant possesses the right to name the directors of the Board of Directors of the Association.

PARAGRAPH XIX

RE-SALE RESTRICTION

As long as Declarant or J. K. Homes, Inc. is marketing and/or constructing Dwelling Houses in the Subdivision, the resale by an Owner of the Lot and Dwelling House benefits from the marketing of the Declarant and J. K. Homes, Inc. and such re-sale will adversely affect Declarant, J. K. Homes, Inc. and the stability of the Subdivision. In order to promote a stable subdivision and to discourage property speculation, Owner agrees that the Lot and Dwelling House shall not be voluntarily resold and conveyed within one (1) year from the date of the conveyance of the Lot and

Dwelling House to the Owner from either the Declarant or J. K. Homes, Inc. This restriction shall not be applicable in any of the following circumstances:

- (a) the death of the Owner and the resulting conveyance of the Lot and Dwelling House by will, intestacy or by the executor or administrator of the Owner's estate;
- (b) a chronic serious health condition or a permanent/long term period of incapacity (as these terms are defined by the Family Medical Leave Act) of Owner, or an immediate family member of Owner who resides with Owner as evidenced by a medical doctor's written diagnosis/prognosis;
- (c) a military service obligation of Owner, as evidenced by written orders received from the applicable branch of the military;
- (d) transfer, relocation or change of place of employment of Owner, if the place of regular employment is more than 35 miles from the Owner's previous regular place of employment, as evidenced by written employment verification received from Owner's employer;
- (e) marital dissolution (and/or separation) of Owner, as evidenced by a written court order;
- (f) Owner's default under any security deed serving as collateral for Owner's purchase money indebtedness to acquire the Lot and Dwelling House and/or any foreclosure deed or a deed in lieu of foreclosure related thereto, and/or a judicial sale to satisfy a judgment or a real estate tax lien on the Lot and

Dwelling House or a tax sale by the Tax Commissioner of Effingham County;

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- (g) exercise by any governmental entity of the powers of condemnation and/or eminent domain by which all or any portion of the Lot and Dwelling House is taken;
- (h) settlement or payment of insurance claim by Owner for loss or damage to the Lot and Dwelling House under which the insurer takes title to the Lot and Dwelling House;
- (i) a gift of the Lot and Dwelling House to a family member of Owner, or a family living trust established by Owner.

Violation of this re-sale restriction shall entitle Declarant to receive Ten Thousand (\$10,000.00) Dollars, or twenty-five (25%) percent of the net settlement proceeds (gross amounts due to the Owner, less settlement charges, real estate taxes due and payment of indebtedness secured by the Lot and Dwelling House), whichever is less, as liquidated damages (and not as a penalty) at the time of settlement on the re-sale conveyance, and said sum shall be disbursed directly from the settlement agent. A similar liquidated damage amount of Three Thousand Five Hundred (\$3,500.00) Dollars or five (5%) of the net settlement proceeds shall also be paid to the Belmont Glen Homeowners Association, Inc. Owner agrees that this re-sale restriction shall survive the settlement and conveyance of the Lot and Dwelling House to Owner and shall serve as a covenant running with the land. Declarant agrees that it will cause a general release of this covenant to be recorded on the land records of Effingham County, Georgia within sixty (60) days after it ceases marketing and/or constructing Dwelling Houses in the Subdivision.

DISPUTES BETWEEN OWNERS

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Any disputes between Owners arising from the enforcement or application of this Declaration shall be submitted to the Board of Directors of the Association and it shall act as a board of arbitration. The decision of a majority of the Board of Directors shall be binding upon the respective Owners who agree to immediately comply with such decision.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by and through their duly authorized corporate officers on the day and year first above written as the date hereof.

KONTER DEVELOPMENT COMPANY, INC.

By: *James S. Konter*
Title: President

Attest: *Marcy W. Konter*
Title: Secretary

Signed, sealed and delivered
in the presence of:

Alvin G. Mayhall
Witness

Lisa B. Neville
Notary Public
LISA B. NEVILLE
Notary Public, Chatham County, GA
My Commission Expires May 5, 2008

