

526 0459
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

05 JUN 23 PH 4:55

2

CLERK'S COVER SHEET

Law Offices of:
James R. Gardner, LLC
Post Office Box 113
Richmond Hill, Georgia 31324
ATTN: Pamela Williams

GRANTOR: ERNEST COMMUNITIES, LLC; RICHMOND HILL
DEVELOPMENT, INC. ; AND COVENTRY HOMES
SOUTHEAST, INC.

GRANTEE:

DATE OF INSTRUMENT: June 10, 2005

TYPE OF INSTRUMENT:

- Security Deed
- Cancellation
- Warranty Deed
- Other

Note: This cover page is for recording purposes only and does not modify or amend the Terms of the attached instrument.

STATE OF GEORGIA)

COUNTY OF BRYAN)

325

0460

05 JUN 23 PM 4:55

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
BUCKHEAD SOUTH, TRANQUILLA HALL,
HAMPTON PHASE, PHASE 1

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by ERNEST COMMUNITIES, LLC ("Declarant") and RICHMOND HILL DEVELOPMENT, INC. and COVENTRY HOMES SOUTHEAST, INC. (collectively "Landowners").

WITNESSETH:

WHEREAS, Landowners are the owners of certain property in Bryan County, Georgia, more particularly described in Exhibit "A" hereof (hereinafter defined as "Hampton Phase 1" or "the Property"); and

WHEREAS, Declarant previously established and declared the Declaration of Protective Covenants And Restrictions for Buckhead South, Tranquilla Hall Phase, Phase 1, ("Tranquilla Phase 1 Declaration") and established and declared the Declaration of Protective Covenants And Restrictions for Buckhead South, Tranquilla Hall Phase, Phase 2, ("Tranquilla Phase 2 Declaration") with respect to the property more particularly described in Exhibit "B" hereof and hereinafter defined as the "Existing Property", said Tranquilla Phase 1 Declaration being recorded in Deed Book 359, Page 0385, and said Tranquilla Phase 2 Declaration being recorded in Deed Book 480, Page 0173, in the office of the Clerk of Superior Court of Bryan County, Georgia;

WHEREAS, Declarant amended the Tranquilla Phase 1 Declaration and Tranquilla Phase 2 Declaration to include in the description of the Additional Property to which the declarations could be extended the property described in Exhibit "A"; and

WHEREAS, Declarant reserved the right in the Tranquilla Phase 1 Declaration, Article XI, Section 6, to amend said Declaration in its sole discretion and further reserved the right in Article V to extend said Declaration to any property that is part of the Additional Property or is adjacent to either the Existing Property or the Additional Property as defined in the Declaration and that is owned by a third party with whom Declarant might have agreed to extend said Declaration (hereinafter "Future Existing Property"); and

WHEREAS, Hampton Phase 1 is part of the Additional Property and is, therefore, a part of the Future Existing Property; and

WHEREAS, it is in the interest and to the advantage of Landowners and Declarant and to each person, corporation, partnership or other entity which shall hereafter acquire title to any Lot

526 0161 05 JUN 23 PM 4:55
within Hampton Phase 1 that certain covenants, conditions and restrictions be imposed upon Hampton Phase 1; and

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
WHEREAS, the Landowners and Declarant wish to amend the Tranquilla Phase 1 Declaration as it applies to Hampton Phase 1, in certain particulars;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Landowners and Declarant do hereby declare that all of the property known as Hampton Phase 1, more particularly shown and described in Exhibit "A" hereto, shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions set forth in that certain Declaration of Protective Covenants And Restrictions for Buckhead South, Tranquilla Hall Phase, Phase 1, ("Tranquilla Phase 1 Declaration") recorded in Deed Book 359, Page 0385, in the office of the Clerk of Superior Court of Bryan County, Georgia with the following amendments:

Article IV, Section 4, is hereby amended to read as follows:

Section 4. Amount of Annual Assessment. The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

- (a) Until March 31, 2006, the Annual Assessment shall be \$525.00 per Lot;

Article VI, Section 3, is hereby amended to read as follows:

Section 3. Design Review Committee.

- (a) The Design Review Committee ("DRC") shall consist initially of John A. Murphy, Jason Edenfield and Patricia McLaughlin. In the event all of these individuals shall decline to serve as the DRC or the Class B Membership of the Declarant shall cease, whichever occurs last, the DRC shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors. The DRC shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2 above.

Article VII, Section 3, is hereby amended as follows:

Section 3. Dwelling Size, Garages and Driveways. No Dwelling shall be constructed upon any Lot within the Existing Property, unless:

- (a) The minimum Living Area of a one story Dwelling shall not be less than Two Thousand (2,000) square feet;
- (b) The minimum First Floor Living Area of a one and one-half story Dwelling shall be not less than Sixteen Hundred (1,600) square feet.

05 JUN 23 PM 4:55

- 1126 3162
- (c) The minimum Living Area of a two story Dwelling shall be not less than Two Thousand (2,000) square feet;
 - (d) All Dwellings shall have a two car garage which contains at least Four Hundred (400) square feet and has either a double garage door or two (2) garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof;
 - (e) All Dwellings must have a paved driveway with a paved parking area and the additional parking pad required by Section 12 below.

Article XII is hereby amended to read as follows:

ARTICLE XII
Water and Septic Service

Section 1.1. Water Fees and Usage.

- (a) Every owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, successors and assigns to pay the following in connection with the private utility company ("Utility Company") furnishing water service within the Existing Property, Additional Property or Future Additional Property :
 - (i) A connection/tap-in fee of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars per Lot, payable at the time of conveyance of the Lot by the Declarant or Landowner as developer to its initial Owner; and
 - (ii) After connection to the water system, water usage shall be determined by water meters installed for each Lot and the fee for water usage shall be determined in accordance with a Trust Indenture entered into between Declarant and Atlantic Water Supply Company, Inc. as Trustee, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Deed Book 11-R, Page 333.
- (b) Except for a well or wells owned by the Utility Company, no other wells designed to provide drinking water shall be permitted on any Lot within the Existing Property, Additional Property or Future Additional Property .

Section 1.2. Unpaid Water Fee Charges.

Unpaid connection/tap-in fees and usage charges (collectively "Fees")

shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Utility Company and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as are reserved to the Club with regard to Assessments as set forth in Article IV herein. Notwithstanding anything contained herein to the contrary, the Utility Company and its successors and assigns shall have the right to terminate or refuse water service to any Lot Owner who fails to pay any of the Fees as the same shall become due.

Section 2.1. Lease of Septic Tank.

- (a) Every Owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, and successors and assigns to lease the septic tank installed upon the Lot for on-site sewage disposal ("Septic Tank") from a private septic management and maintenance company ("Septic Service Company") furnishing septic service within the Existing Property;
- (b) Said lease shall provide that the Septic Service Company shall own the Septic Tank and shall have an easement over the Lot solely for the maintenance and repair of the same.
- (c) The lease payment shall be ONE (\$1.00) DOLLAR per year plus all monthly maintenance and service charges due as provided herein.

Section 2.2 Septic Fees and charges.

- (a) Every Owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, and successors and assigns to pay a Septic Tank maintenance and management fee of \$25.00 per month ("Septic Tank Maintenance and Management Fee") until said fee is amended by the Septic Service Company in accordance with the provisions of a Septic Management and Maintenance Agreement between Declarant or Landowners and the Septic Service Company recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia.
- (b) Except for a Septic Tank owned by the Septic Service Company, no

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

other Septic Tank or structure or device designed to provide on-site
sewage management shall I be permitted on any Lot within the Existing
Property.
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

Section 2.3. Unpaid Septic Charges.

Unpaid Septic Tank Maintenance and Management Fees shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Septic Service Company its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as are reserved to the Club with regard to Assessments as set forth in Article IV herein. Notwithstanding anything contained herein to the contrary, the Septic Service Company and its successors and assigns shall have the right to terminate or refuse septic service to any Lot Owner who fails to pay any of the Septic Tank Maintenance and Management Fees as the same shall become due.

All other terms and provisions of the Phase I Declaration shall remain in full force and effect as if set forth fully herein in their entirety.

This Declaration of Protective Covenants And Restrictions for Hampton Phase 1, all of which is for the purpose of protecting the value, desirability and attractiveness of the Property, shall run with the title to the Property and be binding on all persons having or hereafter acquiring any right, title or interest in Hampton Phase 1 or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Landowners and Declarant, on this 10 day of June, 2005.

ERNEST COMMUNITIES, LLC

By: Jessica Miles (L.S.)
Jessica Miles, Manager

Sworn to and subscribed before
the undersigned
Witness [Signature]

Notary Public
My Commission Expires:
(Notarial Seal)



02: 04:65

05 JUL 23 PM 4:55
RICHMOND HILL DEVELOPMENT, INC.

COURT
COUNTY GA

By: *John A. Murphy*
John A. Murphy, President

Sworn to and subscribed before
the undersigned

Seal

[Signature]
Witness

Notary Public

My Commission Expires:

(Notarial Seal)



COVENTRY HOMES SOUTHEAST, INC.

By: *[Signature]*
Elizabeth Puhak, President

Sworn to and subscribed before
the undersigned

Seal

[Signature]
Witness

Notary Public

My Commission Expires:

(Notarial Seal)



526 04:55 EXHIBIT "A" 05 JUN 23 PM 4:55

COURT OF BRYAN COUNTY
BRYAN COUNTY, GA

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 20TH G.M. DISTRICT OF BRYAN COUNTY, GEORGIA, CONTAINING 13.42 ACRES, MORE OR LESS, AND BEING KNOWN AND DESIGNATED AS "HAMPTON PHASE I, BUCKHEAD PHASE 12 (BEING A PORTION OF 'PARCEL B' AND A PORTION OF MURPHY'S TRACT - 'TRACT C') 20TH G.M.D., BRYAN COUNTY, GEORGIA, PREPARED BY DAVID A BRUNSON, GRLS NO. 2538, SOUTHEAST GEORGIA SURVEYING & MAPPING, DATED OCTOBER 4, 2002, COMPLETED AUGUST 2004, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT BOOK 542, PAGE 2. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE THERETO FOR DESCRIPTIVE AND ALL OTHER PURPOSES.

EXHIBIT "B" 05 JUN 23 PM 4:55

326 0467
ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 20TH G.M. DISTRICT OF BRYAN COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS TRANQUILLA HALL, PHASE I, BUCKHEAD, PHASE 9-A, BEING "TRACT A" OF A 133.52 ACRES TRACT KNOWN AS "MURPHY'S TRACT" 20TH G.M.D., BRYAN COUNTY, GEORGIA, PREPARED BY SOUTHEAST GEORGIA SURVEYING AND MAPPING, DATED OCTOBER 24, 2000, REVISED OCTOBER 29, 2001, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT SLIDE 511, PAGES 9 AND 10. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO FOR DESCRIPTIVE AND ALL OTHER PURPOSES.

AND ALSO

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 20TH G.M. DISTRICT OF BRYAN COUNTY, GEORGIA, CONTAINING 25.85 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS "TRANQUILLA HALL, PHASE 2, BUCKHEAD, PHASE 9-B, BEING A PORTION OF "TRACT B" OF A 133.52 ACRES TRACT KNOWN AS "MURPHY'S TRACT" 20TH G.M.D., BRYAN COUNTY, GEORGIA, AS SHOWN ON THAT CERTAIN PLAT OF SURVEY PREPARED BY SOUTHEAST GEORGIA SURVEYING AND MAPPING, DATED APRIL 5, 2002, AND RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT SLIDE 536, PAGES 8 AND 9. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO FOR DESCRIPTIVE AND ALL OTHER PURPOSES.