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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 3463 PG 167-173

State of Georgia
County of Houston

*Chg/Rtn of Deal, Long & Hall, LLC
P.O. Box 770
WPA, GA 31099*

**PROTECTIVE COVENANTS OF
THE RYDINGS SUBDIVISION
SECTION NO. 1 PHASE NO. 1**

THIS DECLARATION OF PROTECTIVE COVENANTS made and published this 20 day of June 2005 by Peter Black Settlement Corporation (hereinafter referred to as "Declarant").

WITNESSETH: that,

WHEREAS, Declarant is the owner of the subdivision known as THE RYDINGS, SECTION NO. 1, PHASE NO. 1, a subdivision of all those certain lots, tracts, or parcels of land situate, lying and being in Houston County, Georgia, and being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

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 certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be running with the land.

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 any of the lots in said subdivision, said Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning said lots, or any of them, hereafter, these protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant for the term herein provided, after which time said covenants may be extended or terminated in whole or in part as hereinafter provided; to-wit:

1. All of the lots and land in said described subdivision, unless otherwise designated on said recorded plat, shall be known, described and used solely as residential, and shall not be used for commercial purposes, no structures shall be erected on or placed on any lot other than one detached single family dwelling, together with a minimum two car garage, and other such appurtenant structures erected for the pleasure and convenience of the occupant of the residence.
2. No lot shall be divided or re-divided.
3. No building or structure shall be erected or placed upon said lots of a less distance than twenty-five (25) feet from streets as shown on said plat, and provided further that no such structure shall

be erected or placed less than ten (10) feet from any side lot line nor thirty (30) feet from any public road right-of-way; provided, however, the building set back line set out on the aforesaid subdivision plat, now or hereafter recorded, with respect to any lot shall control as to building set back over the above set out provisions in the event there is conflict between the two.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No tent, shack, mobile home, garage, garage apartment, or other outbuilding shall any time be used on said property as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. Residential exteriors must be must be approved by the Architectural Control Committee. All dwellings must be completely finished before they are occupied, unless agreed otherwise in writing by the Architectural Control Committee.

7. All mailboxes shall conform as to standard and design and must be brick, as may be approved by the Architectural Control Committee.

8. The ground floor area of the main structure of any dwelling constructed on any of said lots, exclusive of one-story open porches and garages, shall not be less than one thousand six hundred (1,600) square feet. Two story dwelling constructed shall be not less than one thousand eight hundred (1,800) square feet.

9. Mobile homes are specifically excluded as a "residence" and are not allowed on the lots included herein.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than One (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

11. No satellite dish of any kind shall be permitted on any lot except as authorized in writing by the Architectural Control Committee.

12. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No animals, livestock, poultry or reptiles of any kind shall be raised, bred, or kept on any lot except, dogs, cats or other household pets of a non-feral nature may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Nothing to the contrary withstanding, no owner or occupants of any residence shall at any one time have on the premises a total of more than two animals, two (2) dogs or two (2) cats, or one of each, except if said dog or cat shall give birth to puppies or kittens, whereupon the owner or occupants of said residence shall have a period of twelve (12) weeks from the date of the birth of said puppies or kittens during which this provision shall not apply in order that said puppies or kittens can be relocated in an orderly and humane manner. Any dog or cat on any lot shall be

kept on a proper leash or chain at all times unless said lot is completely fenced in, and no dog or cat shall be allowed to run free, except on his owner's lot and then only if the same is completely fenced in with proper gates that can be closed to prevent the dog or cat from leaving this owners lot.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the front of any residence, except on designated days for trash pick-up.

15. No fences shall be permitted unless approved by Architectural Control Committee.

16. All lots shall be maintained so that no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon the premises. Under no circumstances shall any non-operable motor vehicle be allowed to remain on the premises more than thirty (30) days and the express purposes of this provision is to prevent the storage or parking of junked automobiles or trucks or other motor vehicles on the premises. All recreational vehicles, motor homes, boats, jet skies must be parked in rear yard and out of view from front of dwelling.

17. No placards or advertising of any nature, other than as relates to the sale or leasing of any property in said subdivision, shall be placed or maintained on any of said subdivision property or in or upon any building, which may be erected thereon, other than house markers or nameplates.

18. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until June 15, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part. If the owners of any of the lots in this subdivision or any of their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other redress of such violation, and this provision shall be cumulative with, and not restrictive of, rights provided by law.

19. The Architectural Control Committee is composed of Ed Faircloth, James Pleydell-Bouverie and Mike Carter. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. Further, no dwelling or building shall be placed on, altered, or added onto any lot, until the construction plans and specifications, including exterior paint colors, and a plan showing the location of the structure have been approved by said committee as to the quality of design and material. The committee's approval or disapproval shall be in writing. In the event the committee or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The committee, upon unanimous consent shall have the right to waive any requirements or covenants set out herein provided such a waiver is in writing and signed by all members of said committee. Two (2) sets of home plans must be submitted to Architectural Control Committee before construction and must be

signed and approved before construction is started. One (1) set of plans will be kept by Architectural Control Committee.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to either restrain violation or recover damages.

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

22. **AMENDMENTS.** Until such time as the Developer has sold and conveyed all lots in the Development, the Developer shall have the right to amend these covenants or waive any provision hereof as long as the amendment or waiver would not, in the sole discretion of Developer, adversely impact other lot owners in the Development. Thereafter, these covenants can be amended only with the written consent of 90% of the property owners in the Development at the time of the proposed amendment.

23. The building contractor or owner of each residential lot shall be responsible for the landscaping for each lot prior to the conveyance of said lot from the builder to the first owner or prior to occupancy by any owner acting as his own contractor. The entire front yard of each lot, including corner lots which are adjacent to any street, must be (a) sodded with grass approved by the Houston County Extension Office for its use in this area, and (b) include a sprinkler system that covers the same area required to be sodded. Also, there must be a minimum of two (2) trees in the front yard having a minimum diameter of three (3) inches at a point two feet from ground level; and twenty (20) three (3) gallon foundation plants installed in the front yard.

24. No basketball goals are allowed in front and side of dwelling, permanent or temporary. No exceptions.

25. **SOIL EROSION.** All property owners shall fully comply with EPA Soil Erosion requirements while construction is being performed on any lot.

26. **ASSESSMENTS.** The Declarant for each lot, tract or parcel of land owned by it within the Subdivision, hereby covenants, and each purchaser of any such lot, tract or parcel of land by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to the covenant to pay to the Rydings Maintenance and Improvement Association (the "Association"), a corporation organized and existing under the Code of Georgia, such assessments as hereinafter set forth. The above mentioned Association shall become incorporated when the Declarant becomes a minority owner of entire subdivision and the majority of individual lot owners shall be responsible for the formation, application and organization of said Association. The following general and special assessments shall be managed by Declarant until the formation of the above mentioned Association, to-wit:

a. **GENERAL ASSESSMENT.** Each lot owner shall be assessed a prorated portion of the actual cost by the Association and/or Declarant for the maintenance of the entrance sign, fence and landscaping.

b. **PURPOSE OF ASSESSMENT.** The assessment levied and collected by the Association/Declarant shall be used exclusively for the purpose of promoting the comfort, safety and welfare of the owners of lots in the Hatcher Estates subdivision, and for the payment of the costs of

maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts, landscaping and fence maintenance).

c. **DUE DATE OF ASSESSMENTS.** The general assessment shall be due and payable in annual installments and shall be deemed delinquent if not paid within ten (10) days from the due date thereof determined by the Association/Declarant.

d. **OWNER'S PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENT.** The assessments provided herein, shall be the personal and individual debt of the owner(s) of the property covered by such assessments. No owner (including Declarant) may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner(s) of the property shall be obligated to pay interest at the rate of fifteen percent (15.00%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorney's fees.

e. **ASSESSMENT LIEN AND FORECLOSURE.** All sums assessed in the manner provided in this paragraph 23 but unpaid, shall, together with interest as provided in sub-paragraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s), and his heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition or improvement of the property in question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph (c) above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owners shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

f. **EXEMPTIONS.** The assessments provided for herein shall not be applicable to any sale of a lot, tract or parcel of the Subdivision made by a mortgagee who has financed the acquisition of or improvements to the subject lot, tract or parcel, whether such sale is made by the mortgagee in exercise of its rights under the foreclosure provisions of the security deed or is made by the mortgagee who has

acquired as a result of such exercise of its foreclosure rights in order to dispose of the property subsequent to foreclosure.

27.

PUBLIC STREET LIGHTING. As a benefit to each of the owners lots in said subdivision, public street lighting shall be furnished in said subdivision and the owner of each lot agrees to pay its proportionate share of said lighting to be reflected and charged to each lot owner's monthly electric bill with Flint Electric Membership Corporation, its successors or assigns. This agreement shall be a covenant running with the land and shall be binding on each lot owner in said subdivision.

IN WITNESS WHEREOF, the undersigned has caused these Covenants to be signed and sealed on the day and year first above written.

Signed, sealed and delivered in the presence of:

PETER BLACK SETTLEMENT CORP.
By: JNW Properties, LLC Under Power
Of Attorney recorded at Deed Book 3238,
Page 90, Clerk's Office, Houston
Superior Court.
By: Westbury Properties, Inc. Member

By: [Signature] (SEAL)
Vice President

[Signature]
Witness

[Signature]
Notary Public

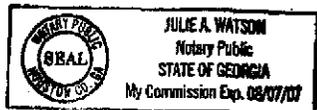


Exhibit "A"

All that tract or parcel of land situate, lying and being in Land Lot 90 and 103 of the Tenth Land District of Houston County, Georgia, being known and designated as all lots in Section 1, Phase No. 1, The Rydings Subdivision, according to a plat of said subdivision prepared by Scarborough Land Surveys, Inc., dated May 16 2005, and being of record in Plat Book 65, Pages 24 -25, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.



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Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 3523 PG 84-86

Please return to:
O'Neal, Long & Hall
P. O. Box 739
Warner Robins, GA 31089

**AMENDMENT TO COVENANTS, CONDITIONS,
AND RESTRICTIVE COVENANTS
THE RYDINGS SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS, made and published this 10th day of August,
2005, by **PETER BLACK SETTLEMENT CORPORATION**, hereinafter referred to as
"Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain tracts or parcels of land in the County of
Houston, State of Georgia, which are more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lots 90 and 103 of the
Tenth Land District of Houston County, Georgia, being known and designated as all lots
in Section No. 1, Phase No. 1, The Rydings Subdivision, according to a plat of said
subdivision prepared by Scarborough Land Surveys, Inc., dated May 16, 2005 and being
of record in Plat Book 65, Pages 24-25, Clerk's Office, Houston Superior Court. The
said plat and the record thereof are incorporated herein by reference thereto for all
purposes.

WHEREAS, Declarant desires to amend the Restrictive Covenants of The Rydings
Subdivision as set forth in the Declaration of same dated June 20, 2005, recorded in Deed Book
3463, Pages 167-173, Clerk's Office, Houston Superior Court; and

WHEREAS, Declarant wishes to amend said covenants regarding the above described
property as follows:

Paragraph 26.

b. **PURPOSE OF ASSESSMENT.** The assessment levied and collected by the Association/Declarant shall be used exclusively for the purpose of promoting the comfort, safety, and welfare of the owners of lots in the Rydings Subdivision, and for the payment of the costs of maintenance and operation of the "entrance area" improvements (including without limitation thereto the cost of grounds maintenance, the entrance sign, stop and street signs, light posts, landscaping and fence maintenance).

e. **ASSESSMENT LIEN AND FORECLOSURE.** All sums assessed in the manner provided in this paragraph 26 but unpaid, shall, together with interest as provided in sub-paragraph (d) above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the owner(s), and his heirs, directors, personal representatives and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first lien security deed of record, securing in either instance sums borrowed for the acquisition or improvement of the property in question. The Association/Declarant shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power of subordination shall be entirely discretionary with the Association/Declarant. To evidence the aforesaid lien, the Association/Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner(s) of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association/Declarant and shall be recorded in the office of the Clerk of Superior Court of Houston County, Georgia. Such lien for payment of assessment shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in sub-paragraph (c) above and may be enforced by the foreclosure of the defaulting owners property by the Association/Declarant in like manner as a security deed on real property subsequent to the recording of a notice assessment lien as provided above, or the Association may institute suit against the owner(s) personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or nonjudicial, the owners) shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association/Declarant shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, conveyor otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Subdivision, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

Except as hereinbefore amended, said Declaration shall remain in full force and affect.

BOOK 3523 PAGE 86

So amended, this 10th day of August, 2005.

Signed, sealed and delivered in the presence of:

PETER BLACK SETTLEMENT CORP.
By: JNW Properties, LLC Under Power Of Attorney recorded at Deed Book 3238, Page 90, Clerk's Office, Houston Superior Court.

By: Westbury Properties, Inc., Member

By: [Signature] (SEAL)
Vice President

[Signature]
Witness

[Signature]
Notary Public



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BK 3534 PG 104-105


 Please return to:
 Owen, Long & Hall
 P. O. Box 730
 Wrentham, GA 31099

**AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTION AND EASEMENTS
 FOR THE SUBDIVISION KNOWN AS**

**THE RYDINGS
 ADDING SECTION NO. 1, PHASE NO. 2**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made and published this 21st day of August 2005, by **PETER BLACK SETTLEMENT CORPORATION**, a corporation organized and existing in accordance with the laws of the State of Georgia, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Land Lots 90 and 103 of the Tenth Land District, Houston County, Georgia, which has been subdivided into individual lots, tracts or parcels which, together with the streets and other improvements have been designated as THE RYDINGS, Section No. 1, Phase No. 2, (the "Subdivision"), and are delineated on those certain maps or plats or survey of said subdivision prepared by Scarborough Land Surveys, Inc., certified by Terry M. Scarborough, Georgia Registered Land Surveyor No. 2223, dated June 8, 2005, recorded in Map Book 65, Pages 122-124, Clerk's Office, Houston Superior Court; and

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

WHEREAS, certain covenants, conditions, restrictions and easements have heretofore been published and declared with respect to The Rydings, Section No. 1, Phase No. 1, said covenants, conditions, restrictions and easements being dated June 20, 2005, of record in Deed Book 3463, Page 167, et. seq., as amended at Deed Book 3523, Page 84, et. seq.; and

WHEREAS, the Declarant is desirous of amending the aforesaid Covenants in certain particulars and to extend the applicability of said Covenants to include, in addition to the property described therein, the Subdivision developed for single-family residential purposes to be known and designated as THE RYDINGS, SECTION NO. 1, PHASE NO. 2.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and its successors in title, and to each and every subsequent owner of any of the lots, tracts, or parcels hereinafter described, Declarant does hereby modify and amend the said Covenants, dated June 20, 2005 of record in Deed Book 3463, Page 167, et. seq., Clerk's Office, Houston Superior Court, as amended at Deed Book 3523, Page 84, et. seq., in the following particulars, to-wit:

1. Additional Property Subject to Covenants. The following described lots, tracts or parcels of land shall be, and the same hereby are made, subject to the terms, provisions and conditions set forth in said Covenants and said Covenants are hereby modified and amended so as to include the following described lots, tracts or parcels of land, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lots 90, 91, 102 and 103 of the Tenth Land District, Houston County, Georgia, being known and designated as all the lots in Section 1, Phase No. 2, of a subdivision known as THE RYDINGS, according to a plat of survey of said subdivision prepared by Scarborough Land Surveys, certified by Terry M. Scarborough, Georgia Registered Land Surveyor No. 2223, dated June 8, 2005, a copy of which is of record in Plat Book 65, Page 122-124, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

2. Binding Effect; Effective Date. Said Covenants shall become effective immediately and shall run with the land, and shall be binding upon all persons claiming under the through Declarant under the terms, conditions, stipulations and provisions contained therein. Except to the extent hereby amended and modified to include the above described subdivision, said Covenants shall remain in full force and effect unless and until same are extended or terminated in accordance with the provisions thereof.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this instrument, or has caused same to be executed by its duly authorized corporate officers, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

PETER BLACK SETTLEMENT CORP.
By: JNW Properties, LLC Under Power of Attorney recorded at Deed Book 3238, Page 90, Clerk's Office, Houston Superior Court.

By: Westbury Properties, Inc., Member

By: [Signature] (SEAL)
Vice President

[Signature]
Witness

[Signature]
Notary Public



Notary Public, Houston County, Georgia
My Commission Expires November 17, 2007