

EXHIBIT "E"

P

Jim & Mimi Prince
110 Pembroke Pl.
Pembroke, GA 31321

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HENDERSON
RICHMOND, GA 31324

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

STATE OF GEORGIA
COUNTY OF BRYAN

)
) DECLARATION OF COVENANTS, CONDITIONS
) AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by W.WILSON PICKETT, hereinafter referred to as "Declarant,"

WITNESSETH THAT:

WHEREAS, Declarant is the owner of a tract of land known as PEMBROKE PLACE SUBDIVISION, Pembroke, Bryan County, Georgia according to a plat of survey made and prepared by J. Whitley Reynolds, Georgia Registered Land Surveyor No. 2249, and recorded in Plat Slide 496, Page 10, in the Office of the Clerk of the Superior Court of Bryan County, Georgia, and being more particularly described in Exhibit "A" attached hereto (said Pembroke Place Subdivision is hereinafter referred to as the "Subdivision" and the lots in the Subdivision are hereinafter referred to as "Lots"); and,

WHEREAS, the Declarant has deemed it desirable for the efficient preservation, protection and control of the Subdivision to create an agency to which will be delegated and assigned certain powers of maintaining and administering the Subdivision, and administering and enforcing these Covenants, Conditions and Restrictions, and collecting and expending for the purposes set forth herein the assessments hereinafter described; and

WHEREAS, it is in the interest and to the advantage of the Declarant and to each person, corporation, partnership or other entity which shall hereafter acquire title to any Lot within the Subdivision that certain covenants, conditions and restrictions be imposed upon the Subdivision;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby declare that all of the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of the Subdivision, and which shall run

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performance of an obligation.

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Section 12. "Plat" shall mean the subdivision plat of the Subdivision recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 496, folio 10.

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Section 13. "Single Family" shall 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 (3) persons not all so related, together with his or their domestic servants, maintaining a common household.

Section 14. "Structure" shall mean anything erected or constructed, temporarily or permanently located in or upon the ground of any Lot.

Section 15. "Voting Member" shall mean and refer to the Declarant, as well as the Owners of Lots.

ARTICLE II

Property Subject to This Declaration and Additions Thereto

Section 1. Subdivision. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration is located in Bryan County, Georgia, and is more particularly described on Exhibit "A," attached hereto and made a part hereof.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one or more persons, shall have more than one membership per Lot. Ownership of a Lot shall be the sole qualification for membership in the Club, and each owner shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Lot owned. If more than one person owns an interest in any Lot, all such persons shall designate one (1) person

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(b) special assessments for capital improvements.

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All such assessments shall be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and attorney's fees, shall be a charge upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 3. Annual Assessments or Charges. The annual assessments or charges levied by the Association shall be used exclusively for promoting the health, safety and welfare of the residents of the Subdivision, and in particular for: the operation, maintenance of and payment of all utility bills for street lighting within the Subdivision ;; repair, maintenance of and payment of all utility bills for any sign or signs identifying the Subdivision and any walls situated at the entrance to the Subdivision ("Entrance"); landscaping (including, but not limited to grass cutting) at the Entrance and on any rights-of-ways or Common Areas (as hereinafter defined) within the Subdivision; repair, maintenance of and payment of all utility bills for an irrigation system situated at the Entrance or in any Common Areas; the payment of any taxes due on the Entrance or Common Areas; the payment of any liability or other insurance obtained by the Association, and to the discharge of the obligations of the Association as imposed by this Declaration. The Board of Directors shall have the sole authority in their discretion to determine which, if any, of the above functions to carry out and whether to carry out additional functions not listed above.

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

(a) Until December 31, 2001, the annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot;

(b) The maximum annual assessment for the fiscal year beginning January 1, 2002, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Members of the Association by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year;

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum allowed herein. When the Board of Directors fixes the annual assessments for each fiscal year, the Board of Directors shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services provided by the Association and the costs thereof per Lot.

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Section 5. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any fiscal 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 a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting of the Association called for the purpose of taking any action authorized under Sections 4 and 5 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty-one (51%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

Section 7. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots, and shall be collected on an annual basis, or any other basis approved by the Board of Directors.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual or special assessments provided for herein shall commence as to any Lot upon the conveyance of the Lot by Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year, and shall become due and payable on the day fixed for commencement. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give each Owner subject thereto written notice of each assessment. The due date shall be established by the Board of Directors. The Association, upon demand and payment of a service fee of not more than Fifteen and no/100 Dollars (\$15.00) shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of Georgia on money judgments, or Fifteen percent (15%) per annum, whichever is lower, and such amount, together with interest and the costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the Lot against which such

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assessment was made, and shall bind such Lot in the lands of the then-Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the Lot in like manner as a deed to secure debt and, in either event, interest, costs, and attorney's fees in the amount of Fifteen percent (15%) shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or other escape liability for the assessments provided herein by abandonment of his Lot.

Section 10. Subordination of Lien to Deed to Secure Debt. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed to secure debt now or hereafter placed upon the Lot subject to assessment, and the lien of any ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Collection of Assessments Upon Conveyance by Declarant. Notwithstanding anything contained herein to the contrary, the following assessments shall be paid to the Association upon the conveyance of a Lot by Declarant:

- (a) The prorated balance of any special or annual assessments due for the fiscal year in which the closing occurs; and,
- (b) If the conveyance occurs within ninety (90) days of the end of any fiscal year, the special or annual assessments due for the next fiscal year.

ARTICLE V Architectural Control

Section 1. Purpose. It is the Declarant's purpose to prohibit any improvement or change in the Subdivision which would be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Lots, and to preserve as much as is practicable of the visual continuity of the Subdivision; to assure that the improvements and construction of Dwellings and Structures in the Subdivision will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted in the Subdiivision.

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Section 2. Approval Required. No building, wall, dock, walkway, driveway, fence, mailbox, screening device, swimming pool, pier or other structure shall be commenced, erected, altered, modified or maintained upon the Subdivision, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Design Review Committee (as hereinafter defined) as outlined herein. No change shall be made in color, stain or painting or any structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3. Design Review Committee. The Design Review Committee ("DRC"), shall consist of at least three (3) and not more than five (5) members, to be appointed by the Board of Directors, shall have exclusive jurisdiction to approve or disapprove all construction on any portion of the Subdivision. The DRC shall prepare and, on behalf of the Board of Directors, shall promulgate design review guidelines. The guidelines shall be those of the Association, and the DRC shall have sole and full authority to prepare and amend them. These guidelines shall be made available to Owners who seek to engage in construction upon any portion of the Subdivision, and such Owners shall conduct their operation strictly in accordance therewith.

Section 4. Liability. Neither the DRC or any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

(c) The development of any property within the Subdivision, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her; or

(d) Any negligence or breach of contract by any builder carrying out construction within the Subdivision.

Section 5. Responsibility of Declarant. There is reserved unto the Declarant the right of performing all functions and to give the approvals and disapprovals otherwise within the jurisdiction of the DRC, so long as Class B Membership exists.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the DRC, the person seeking such approval shall furnish the data required

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by the DRC, and no such submission shall be deemed to have been made unless and until all required information has been received. The DRC shall either approve or disapprove such design and location and proposed construction and clearing activities within forty-five (45) days after such plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the DRC, which shall be paid at the time of submission of such plans.

Section 7. When Approval Deemed Granted. In the event the DRC shall fail to approve or disapprove a proposed design plan and location within forty-five (45) days after the plans and specifications therefor have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been commenced prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data, or fail to present accurate and complete information upon which the DRC shall be expected to base its decision.

Section 8. Right to Inspect. The DRC shall have the right, at its election, to enter upon any Lot during the construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials (in the sole opinion of the DRC). The DRC shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

ARTICLE VI Use Restrictions

Section 1. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the Subdivision.

Section 2. Lot Use. No Lot shall be used except for the private residential purposes of a single family, and no building shall be erected, re-erected or maintained on a Lot except one Dwelling designed for occupancy by a single family, together with such accessory buildings for use by a single family as may be approved by the DRC. Notwithstanding the foregoing, Declarant may use or permit the use of one or more Lots as model homes and as a sales office.

Section 3. Dwelling Size. No Dwelling shall be constructed upon any Lot within the Existing Property unless the minimum Living Area of such Dwelling shall contain not less than one thousand four hundred (1,400) square feet. Further, the Dwelling shall have

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a garage with 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.

Section 4. Construction Quality. It is the intention and purpose of this Declaration to insure that all construction shall be of a quality of design; workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Subdivision. All Dwellings shall be constructed in accordance with applicable governmental codes and with more restrictive standards as may be required by the DRC.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other residents of the Existing Property. No immoral, improper, offensive or unlawful use shall be made of any portion of the Existing Property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any Dwelling or Structure which will increase the rate of insurance applicable to other Dwellings in the Subdivision.

Section 6. Home Occupations. Without the express written consent of the board, no home occupation, industry, business, trade or profession of any kind shall be conducted, maintained or permitted on any part of the Subdivision, except that Declarant and other authorized persons may use any unsold residence for sale or display purposes.

Section 7. Temporary Structures. No structure of a temporary character, including but not limited to trailers, tents, shacks and mobile homes shall be placed on any Lot at any time; provided, however that this prohibition shall not apply to shelters used by contractors during the construction of Dwellings.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on any Lot or in any Dwelling, except that not more than five (5) household pets (including no more than two dogs) may be kept or maintained on a Lot, provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that they shall not constitute a nuisance or cause any unsanitary conditions. All animals must be confined to their Owner's Lot, unless walked on a leash.

Section 9. Resubdivision. No Lot shall be re-subdivided or reduced in size without the written consent of the DRC.

Section 10. Outside Antennae. No outside radio or television antennae, dishes or discs, larger than eighteen inches (18") in diameter, shall be erected in the Subdivision, unless and until permission for the same has been granted by the DRC.

Section 11. Parking. Automobiles and motorcycles must be parked in garages or in the driveway area provided on each Lot. Commercial vehicles, buses, trailers,

*restrained
on a
chain
or
rope*

within a fenced area

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camping trailers, motor homes, recreational vehicles or boats (collectively "Vehicles/Boats") shall be maintained within either:

- (a) a garage; or
- (b) a structure approved by the DRC; or
- (c) within an area at the rear of a Dwelling screened from view from other Lots or streets or roads.

No disabled automobiles, motorcycles or Vehicles shall be parked within the Subdivision for more than three (3) days. No automobiles, motorcycles or Vehicles shall be parked in streets, right-of-ways or common areas within the Subdivision.

Section 12. Plants and Trees.

(a) Plants, trees and grass now or hereafter located in any landscaped area surrounding the sign identifying the Subdivision shall be maintained by the Association, and may not be removed except by permission of the DRC. No additional plants, trees or shrubs may be planted upon said area without written approval of the DRC.

(b) After the required clearing for the construction of Dwellings, Structures and driveways, no tree having a diameter greater than twelve (12) inches, five (5) feet above grade may be cut or moved without the prior written approval of the DRC.

Section 13. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot unless the mailbox or receptacle has either been purchased from the Declarant or is an exact replica of a mailbox or receptacle designed by Declarant and approved by the DRC.

Section 14. Signs. No signs shall be displayed upon any Lot other than a sign identifying the name of the contractor and architect during construction of a Dwelling, provided said sign does not exceed five (5) square feet in area, or a professionally made sign identifying a Lot "For Sale", provided said sign is placed only on the subject Lot and does not exceed five (5) square feet in area. No signs, including but not limited to directional signs, shall be placed within any rights-of-ways, at the entrance way or on any easement within the Existing Property. The provisions of this section shall not apply to Declarant.

Section 15. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch in the Existing Property without the prior written approval of the DRC. The Owner of any Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

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Section 16. Setback.

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 (a) All structures erected on a Lot must be located within the front, rear and side set-back lines shown on the Plat.
- (b) In addition to the set-back lines shown on the Plat, no Structure shall be located on any Lot nearer than fifty (50) feet from the front boundary line of a Lot or nearer than twenty (20) feet from the side boundary line of a Lot.
- (c) Notwithstanding anything contained herein to the contrary, the DRC shall have the right, in its sole discretion, to waive or modify any setback line restrictions.

Section 17. Maintenance. Each Owner shall be responsible for the maintenance of his Lot and the improvements thereon. If, in the sole opinion of the Board of Directors, any Owner fails to maintain his Lot, yard or Dwelling in a neat and orderly manner, the Association may provide such maintenance as may be reasonably necessary, and the costs thereof shall be added to and become a part of the assessment to which such Lot is subject. Each vacant Lot must be "bushhogged" at least twice per calendar year in a manner acceptable to DRC in its sole opinion.

Section 18. Fuel Tanks. No fuel tank or similar storage receptacle may be exposed to view on a Lot, and may be installed only within a Structure, within a screened area or buried underground. This provision shall not apply during construction of a dwelling on a Lot.

Section 19. Driveways. All driveways must be constructed of concrete, asphalt or another material approved by the DRC. No driveway shall be situated within five (5) feet of any side boundary line of a Lot.

ARTICLE VII
Easements

Section 1. Reservation. Declarant reserves to itself and its assigns, a perpetual, alienable and releasable easement across and within ten (10) feet of the boundaries of any Lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above ground, for the purpose of serving the Subdivision with water, telephone, electricity, sewer, cable television, and other utility services. Within these easements, no Structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches and easements.

ARTICLE VIII
Indemnification

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COURT HOUSE

Notwithstanding the duty of the Association to maintain street lighting within the Subdivision and the entrance to the Subdivision, the Association shall not be liable for injury or damage caused by any latent or other condition in any portion thereof, nor for injury caused by the elements, Owners, or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his or her duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred, in connection with any proceeding to which he or she may be a party of in which he or she may become involved by reason of his or her having been an officer or director of the Association, or any settlement, whether or not such person is an officer or director of the Association at the time such expense and liabilities are incurred except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE IX
General Provisions

Section 1. Application. All Owners, employees of Owners, tenants or other persons who may, in any manner, use the Subdivision or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the Association.

Section 2. Enforcement. The Association, the DRC, the Declarant or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the DRC, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought to enforce any of the provisions of this Declaration, the party bringing such action, if successful, shall be entitled to recover of the defendant all costs of the action, and attorney's fees.

Section 3. Severability. Invalidation of any section of this Declaration, by judgment or court order, shall in no way affect any other sections, which shall remain in full force and effect.

Section 4. Notices. Any notice sent or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing or when delivered by hand.

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Section 5. Duration. The covenants and restrictions of this Declaration shall run with the land, bind the land and shall inure to the benefit of and be enforceable by the Association, the Declarant, the DRC, or any Owner, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. The Covenants and Restrictions of this Declaration may be continued beyond said twenty (20) years for successive periods of ten (10) years each as follows: to continue the Covenants and Restrictions of this Declaration as least two-thirds of the record Owners of Lots shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record Owners of Lots affected thereby, and a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such extension shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

Section 6. Amendment. The Association shall have the power to amend this Declaration, by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Lease of Dwelling. No Dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire Dwelling. Any lease must be in writing and provide that the terms of the lease and the occupancy of the Dwelling shall be subject in all respects to the provisions of this Declaration and of the Bylaws and Articles of Incorporation of the Association, and that any failure by any lessee to comply with the terms of such documents shall constitute a default of such lease.

Section 8. Liability Insurance. At the sole discretion of the Board of Directors, the Association may obtain and maintain a broad form public liability insurance policy covering damage or injury caused by the negligence of the Club or any of its agents, officers or employees, in amounts to be determined by the Board of Directors for each occurrence, and such policy may contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

Section 9. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by the affirmative vote of seventy five (75%) percent of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. This section shall not apply, however, to:

(a) Actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens);

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(b) Imposition and collection of assessments as provided hereinabove;

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(c) Counterclaims brought by the Association in proceedings instituted against it.

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Section 10. Conflicts. In the event of any irreconcilable conflict between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control.

Section 11. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

Section 13. Modification by Declarant. By recorded supplemental Declaration, Declarant may modify any of the provisions of this Declaration or any supplemental declaration for the purpose of clarifying any such provisions, provided no such modification shall change the substantive provisions of any such document or materially alter the rights of any Owner established by any such document.

Section 14. Common Areas. Declarant, or its successors and assigns, shall have the right, but not the obligation, in its sole discretion, to convey to the Association any property within the Subdivision to be held and used by the Association as common area for the use and benefit of all Lot Owners (herein "Common Areas").

FHA OR VA COMPLIANCE

Section 1. General. Notwithstanding anything contained herein to the contrary, Declarant shall have the unilateral right to amend or modify this Declaration if, in the sole discretion of Declarant, such amendment or modification is necessary to provide that loans insured by the Federal Housing Administration or Veterans Administration can be made to purchasers of Lots within the Association.

BRYAN COUNTY

Section 2. Affect. Any amendment or modification enacted by Declarant pursuant to Section 1. above shall affect all of the Lots within the Subdivision to the same degree as if the Declaration was so modified or amended prior to the conveyance of any Lots by Declarant.

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Declarant, on this 20th day of December, 2000.

Signed, sealed and delivered
in the presence of:

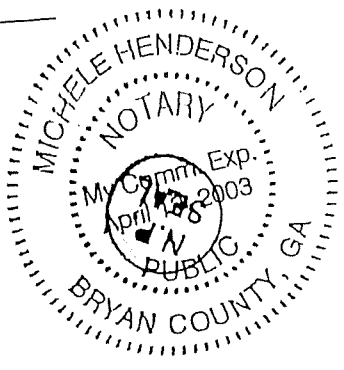
[Signature]
Witness

[Signature]
W. WILSON PICKETT

[Signature]
Notary Public

My Commission Expires:

(NOTARIAL SEAL)



Sent: Friday, October 31, 2008 11:08 AM
Subject: P Place

To all homeowners / Pembroke Place

This is a very informal letter to inform each of you that some of the current homeowners have voiced to me that they are now interested in forming a new HOA for the upcoming 2009 year. I have contacted our attorney (Michele Hendersen) for the need to incorporate the "new" association. (Wilson will pay for all of the incorporation process, so there will be no debt for the homeowners to pay.)

She is in the process of letting us know the steps and details of how, when and where all of this will take place. (I am in the dark just as much as you all probably are regarding how to go about this). Anyway, she is supposed to advise me (soon I hope) as to what I should do next. I am not going to schedule a meeting in November as planned---until---she tells me to. However, if there are any complaints concerning covenant infractions.....please call me or write me a note so I can document it all prior to the next meeting. ALL complaints will be kept private and your name will not be used for any reason concerning any complaint. Here are some of these concerns I have recently received --Most of these have been corrected --Thank You for the compliance !)

Those that continue to be a problem, will come up at the next meeting and be discussed in front of everyone:

- (1) *Just mowing the grass* in your yard but *failing to weed and keep neat the flower beds* , especially "in front" of your house-- is NOT maintenance. This is clearly stated in Article V1, Section 17 : It detracts from the esthetics of the neighborhood and keeps others' property values, low.
- (2) Drainage ditches in the rear of some lots have not been properly maintained and *the depths/grades have been changed*. (Article V1, Section 15.)
- (3) Houses that have been left vacant-- Yards / Plants & plantings in flower beds are not being properly maintained --especially the front entrance
- (4) **New owners of resold property** sometimes don't have a clue that they have to follow the "rules". Either the attorney of the resale is not getting a copy of the covenants to the new owner, or the person

selling the property does not inform them of the existing covenants.

--- I have informed the attorney of this and she will advise us whether a "new rule has to be voted on concerning homeowner responsibilities to the HOA in regards to a resale....or if an addendum of sorts needs to be added.

(5) **"Leased" homes** -- It is the responsibility of the current homeowner to inform their new tenant, that they are required to follow the "rules" of the subdivision

Please read Article IX, Section 7. All leases shall be in writing and are to "include" that the "lessee" is subject to the covenants -----However the homeowner is

ultimately liable for the upkeep/yard maintenance of the exterior of the property, if their tenant fails to do so. The attorney has covenants on file and I can get

them to your tenant-----if you need me to provide this to your tenant

In closing, I want to thank those of you who consistently abide by "your subdivision's covenants". Some of the yards are outstanding !

You can still drive around Pembroke and be very, very proud of where you have chosen to live. It is still the best looking subdivision to date.

Thank you,

Cheryl
727-5811

PEMBROKE PLACE HOMEOWNERS' ASSOCIATION, INC.

71 Pembroke Place

Pembroke, GA 31321

Phone: 912-429-4702 | Email: Pembroke.Place.HOA@gmail.com

NOTICE OF USE RESTRICTIONS INSPECTIONS

April 15, 2016

Dear Homeowner,

The Pembroke Place Homeowners' Association, Inc., Board of Directors will begin conducting "Use Restrictions" inspections of Pembroke Place Subdivision, Pembroke, Bryan County, GA, beginning May 2016. These inspections will continue throughout the remainder of the year. Information can be found in Article VI "Use Restrictions", of your Declaration of Covenants, Conditions, and restrictions.

In addition, the Board of Directors wishes to remind all Association Members that Design Review Committee (DRC) approval "**IS REQUIRED**" prior to commencement, erection, alteration, or modification upon the Subdivision. Information can be found in Article V, "Architectural Control", of your Declaration of Covenants, Conditions, and restrictions.

Sincerely,



Dan Lape
President

Note to Clerk: Please cross-reference this instrument in Deed Book 139, Page 0256.

STATE OF GEORGIA

Return to: Earle J. Duncan

Attorney At Law

COUNTY OF BRYAN

Post Office Box 644

Darien, Georgia 31305

**EXTENSION OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS.**

Applicable to PEMBROKE PLACE SUBDIVISION, in Pembroke, Bryan

County, Georgia described as follows:

All that certain, lot, tract or parcel of land situate, lying and being in the City of Pembroke, 19th GM District of Bryan County, Georgia consisting of 14.67 acres and being shown upon a plat prepared by Lanier Land Surveying dated September 22, 1999, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 482, Folio 2. Said plat is incorporated herein by specific reference for a more particular description of said property.

The above described 14.67 acre tract also being the same property as all that certain, lot, tract or parcel of land situate, lying and being in the City of Pembroke, 19th GM District of Bryan County, Georgia, and being known and designated as LOTS ONE (1) THROUGH FIFTEEN (15) PEMBROKE PALCE, as shown upon a plat prepared by J. Whitley Reynolds, Georgia Registered Land Surveyor No. 2249, dated July 12, 2000,

and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 496, Page 10. Reference is made to the aforesaid plat which is incorporated herein for a more particular description of the property herein conveyed.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was made and declared on the 20th day of December, 2000, by W. Wilson Pickett, Declarant, said Declaration was recorded on January 3, 2001 in the Office of the Clerk of Superior Court of Bryan County, Georgia in Deed Book 139, Page 0256; and

WHEREAS, ARTICLE IX General Provisions Section 5 Duration of the Declaration allows for the Covenants and Restrictions to be extended for successive periods of ten (10) years as follows: to continue the Covenants and Restrictions of this Declaration as least two-thirds of the record Owners of Lots shall execute a documents containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all records Owners of Lots affected thereby, and a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such extension shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

WHEREAS, a legal description of the entire area affected by the covenants and restrictions is referenced above and a list of the names of all record owners of the lots affected thereby is as follows:

Jordan Kangeter	Lot 1
Kathleen Jennings and Jack Howell	Lot 2
Steven Chance and Lorraine Chance	Lot 3
Rodlon Stevenson and Deronda Stevenson	Lot 4
Daniel Lape and Sharon Lape	Lot 5
Robert Creech and Frances Creech	Lot 6
Robert Cooch and Hannah Cooch	Lot 7
David Brent Conley and Janey Conley	Lot 8
Robert Nietzold	Lot 9
James Prince and Mimi Prince	Lot 10
Donald Burton and Christy Burton	Lot 11
Carolyn Morgan	Lot 12
Regina Polite	Lot 13
Linda Boyette	Lot 14
William Collins and Vanas Collins	Lot 15

WHEREAS the Covenants and Restrictions to be continued are recorded in the Office of the Clerk of Superior Court of Bryan County in Deed Book 139 Pages 0256-0271 and Cross Referenced at the beginning of this document.

NOW THEREFORE, the undersigned owners, constituting at least two-thirds of the record Owners do hereby extend the Declaration of Covenants, Conditions and Restriction for a successive Ten (10) year period.

ROBERT CREECH

Signed, sealed and delivered this ____ day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

FRANCES CREECH

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

ROBERT COOCH

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

HANNAH COOCH

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

DAVID BRENT CONLEY

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

JANEY CONLEY

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

DONALD BURTON

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

CHRISTY BURTON

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

CAROLYN MORGAN

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

WILLIAM COLLINS

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

VANAS COLLINS

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

LINDA BOYETTE

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

DANIEL LAPE

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

SHARON LAPE

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

STEVEN CHANCE

Signed, sealed and delivered this ____

day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

LORRAINE CHANCE

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

JORDAN KANGETER

Signed, sealed and delivered this ____
day of _____, 2020 in the presence of:

WITNESS

NOTARY PUBLIC

STATE OF GEORGIA

COUNTY OF BRYAN

AFFIDAVIT

Personally before the undersigned officer authorized to administer oaths appeared,
EARLE J. DUNCAN, who, having first been sworn, does state under oath that he is
authorized to make this Affidavit.

I, EARLE J. DUNCAN am an attorney licensed to practice law in the State of Georgia. I have examined and searched the land records in Bryan County Georgia and have verified the names of the record owners of the Lots located in Pembroke Place Subdivision.

FURTHER AFFIANT SAYETH NOT.

EARLE J. DUNCAN

Signed, sealed and delivered
the ____ day of December, 2020.

WITNESS

NOTARY PUBLIC