Return to:
Dubberly & McGovern
P.O. Box 458
Glennville, GA 30427

STATE OF GEORGIA

COUNTY OF TATTNALL

AMENDED
DECLARATIONS OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR NEWPORT RIDGE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR **NEWPORT RIDGE**, made this 29th day of September, 2006, by MTL INVESTMENT PROPERTIES, LLC, a Georgia Limited Liability Company (hereinafter the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of that certain parcel of land in McIntosh County, Georgia (described on Exhibit "A" hereto), which has been subdivided into a Subdivision known as **"NEWPORT RIDGE"**, as more fully shown on that certain plat made by Pirkle & Associates, dated August 10, 2006, and recorded in Plat Cabinet 1, Page 265B, McIntosh County Public Records (Newport Ridge is hereinafter sometimes referred to as the "Subdivision" and the lots in the Subdivision are hereinafter sometimes referred to as the "Lots"); and

WHEREAS, the Developer has deemed it desirable to have Protective Covenants, Conditions & Restrictions for the Subdivision and therefore declares that the within Protective Covenants, Conditions & Restrictions shall apply to the Subdivision and all Lots contained therein; and

WHEREAS, it is to the interest and advantage of the Developer and to each and every person, corporation, partnership, or other entity who shall hereafter purchase a Lot in the Subdivision, that certain Protective Covenants, Conditions and Restrictions governing and regulating the use and occupancy of the Subdivision be established, set forth, and declared to be covenants running with the land; and

WHEREAS, Developer has deemed it desirable for the efficient control and preservation of the values of the subdivision to create an agency to which should be delegated and assigned the powers of reviewing plans, thereby enforcing these covenants and restrictions; and

WHEREAS, it is to the interest and advantage of the Developer and to each and every person, corporation, partnership, or other entity who shall hereafter purchase any Lot in the Subdivision, to establish a homeowners' association for the Subdivision for various administrative activities, maintenance, and to provide for annual assessments of the Lot owners to carry out the purposes of said homeowners' association.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Developer and each and every subsequent owner of a Lot in the Subdivision, Developer does hereby set up, establish, promulgate, and declare the following Protective Covenants and Restrictions (hereinafter the "Covenants") to apply to all of the Lots in the Subdivision, and to all individuals hereafter owning one or more of the Lots, to wit:

1. Land use shall be restricted to residential and agricultural use. Only one single family dwelling per tract shall be permitted. No multifamily dwellings are allowed. No mobile homes shall be permitted nor shall any preassembled or factory built structures be placed thereon as a residence, but only conventionally constructed permanent dwellings shall be erected on site. The ground floor heated area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet for a one-story dwelling nor total less than 2000 square feet for a dwelling of more than one story. No previously built houses shall be moved onto the property.

2. All buildings shall be located at least 100 feet away from the centerline of public road and 25 feet from side and back lines.

3. There shall be no storage of material within 50 feet of property line nor within 200 feet of public road. The property shall not be used as a dumping ground for trash or garbage. There shall be no storage of inoperative vehicles without current license plates unless stored in a closed building. Any materials used in a business or trade and any buildings or structures other than the main residence shall be shielded from view from adjacent lots and public road by vegetation. The intent of this restriction is to prevent conditions visually offensive to neighbors.

4. No building, fence or other structure shall be erected, placed or altered on any lot until the construction plans and specifications

showing the external appearance and the proposed location of the building on the lot have been approved in writing by MTL INVESTMENT PROPERTIES, LLC, or its designated agent. MTL INVESTMENT PROPERTIES, LLC, or its designated agent shall have seven (7) days after receipt of such plans and specifications for proposed construction to accept or reject the same in whole or in part. After MTL INVESTMENT PROPERTIES, LLC, or its designated agent grant permission for construction, the actual construction in accordance with the approved plans, specifications and location shall be the responsibility of the owner and/or builder. Any permission granted by MTL INVESTMENT PROPERTIES, LLC, or its designated agent for construction under this covenant shall not constitute or be construed as an approval of MTL INVESTMENT PROPERTIES, LLC, or its designated agent of the structural stability, design or quality of any building.

5. Pets which are not offensive to neighbors may be kept on the property. Livestock and poultry shall be prohibited. It is the intent of this restriction to prohibit animals which are offensive to neighbors from an odor, visual or noise standpoint.

6. No septic tank shall be located closer than 50 feet to a property line.

7. Seller of individual lots retains easement for repair of any existing water or utility lines and easement to install and repair additional water or other utility lines within 30 feet of right-of-way of public road.

8. Prolonged loud noise annoying to neighbors is prohibited.

9. Some trees shall be maintained in the area within 100 feet of the centerline of the public road. It is the intent of this restriction to provide for some trees in the area between residence and public road and that this area be maintained in a wooded and aesthetically pleasing state.

10. No sign of any kind shall be displayed to the public view on any lot except: one professional sign of not more than three (3) square feet; one sign of not more than eight (8) square feet advertising the property for sale; or signs used by builders during construction period.

11. The community water system shall be used for potable water supply to any dwelling constructed on land.

12. No building shall be erected, placed or altered on any residential lot until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the development and as to locations of the building with respect to topography and finished ground elevation by the declarant or an architectural committee. The declarant or architectural committee have 60 days to approve or disapprove the plans.

13. No fences will be permitted except by the approval of the declarant or architectural committee. No hedge or shrub that obstructs sight on any corner will be permitted. No chain-link fences.

14. When the construction of any building has begun, the building may not be occupied during construction. The owner has 12 months to have the building dried in and the outside completed.

15. No structure or a temporary nature, trailer, basement, tent, recreational vehicle, shack, garage, barn, shall be used on any lot at any time as a residence, either temporarily or permanently.

16. The declarant reserves an easement for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, telephone service or other utilities, including water service. This easement runs 15 feet from the front line of each lot.

17. No window air conditioners or heating units.

18. No outside clothesline.

19. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, not to exceed two dogs and two cats per lot. These pets may be kept as long as they are not bred or maintained for any commercial purpose. No hunting dogs shall be kept on the premises. There shall be no dog pens, cages or traps to hold animals on lot. No dogs that are a threat to other property owners will be allowed. Dogs cannot run loose.

20. There shall be no more than one detached outbuilding per lot. The size, style and conformity with the main residence must be approved by the declarant or the architectural committee. No metal storage building will be allowed.

21. No satellite dishes, except 18" dishes.

22. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

(a) Except as otherwise provided in the Covenants, the administration of the Subdivision shall be vested in an association to be known as Newport Ridge Homeowners Association (herein referred to as either the "Association" or the "Homeowners Association"). Every person who is a record owner of a fee or undivided fee interest in a Lot shall be a member of the Association. Included as a member of the Association is the Developer. The foregoing is not intended to include entities who hold an interest merely as security for the performance of any obligation. No owner, whether one or more persons, shall have more than one membership vote per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

(b) The Association shall have two classes of voting members:

(i) Class "A" members shall be all of those owners as defined in sub-paragraph (a) above, with the exception of the Developer, which shall be the Class "B" member. Class "A" members shall be entitled to one vote for each Lot. When more than one person holds an interest in a Lot, all such persons shall be members and the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot; and,

(ii) Class "B" members (the Developer) shall be entitled to thirty-five (35) votes as long as the Developer owns at least one of the Lots in the Subdivision. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier.

(a) when all lots are sold and closed by the Developer.

(b) when the Developer relinquished the Class "B" rights.

(c) All present and future owners, tenants, and occupants of a Lot shall be subject to and shall comply with the provisions of the Covenants, the Bylaws, and Rules and Regulations of the Association adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance of the entering into of a lease or the entry into the occupancy of a Lot shall constitute an acceptance by such owner, tenant, or occupant of the provisions of such instruments.

(d) The Association shall be directed by a Board of Directors, which will be a three member Board of Directors and shall be elected by the Association for a term of two years. Each member shall be elected separately

and by a vote of at least 50% of the quorum necessary for a meeting of the Association.

(e) Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Homeowner's Association assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such late charges and interest thereon and costs of collection thereof as provided in the Bylaws or Rules and Regulations of the Association, or as provided by Georgia law, shall be a charge on and continuing lien upon the lot against which each such assessment is made. Such lien shall be perfected by filing of record in the office of the Clerk of the Superior Court of McIntosh County, Georgia, a claim of lien within ninety (90) days after the assessments and other amounts which come due thereafter until the claim of lien is canceled of record. Also, each Owner shall be personally liable for the portion of any assessment coming due while he is the Owner of a Lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the Owner of a Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage on such Lot or pursuant to any proceeding in lieu of the foreclosure of such mortgage shall be liable only for assessments coming due after the date of such person so acquires title to such Lot.

(f) Priority of Lien. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, if any, filed of record in the office of the Clerk of the Superior Court for McIntosh County, Georgia. The sale or transfer of any Lot shall not affect the assessment lien; provided, however that the sale or transfer of any Lot which is subject to a first mortgage pursuant to the judicial sale or foreclosure thereof, or pursuant to any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve the acquirer of title, and the successors-in-title and assigns thereof from liability for any assessment thereafter becoming due on the Lot from the lien thereof. Provided, however, the Association may at any time, either before or after a first mortgage is placed on a Lot, waive, relinquish or quit-claim in whole or in part the right of the Association to assessments provided for herein with respect to such Lot coming due during the period which such Lot is or may be held for liquidation by the first mortgagee pursuant to such sale or transfer.

23. MAINTENANCE

(a) Maintenance of the entrance to the subdivision and any common areas within the Subdivision shall be the responsibility of the Association; and,

(b) The operation and maintenance of any lighting at the entrance to the Subdivision or any street lighting in the Subdivision not provided by governmental authority shall be the responsibility of the Association; and,

(c) If it is determined under Georgia law that the need for maintenance or repair of common areas, entrances, streets, signs or lighting is caused by the willful or negligent act of a Lot owner, his family, guest, or invitees, then all of the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot owner is subject.

24. ASSESSMENTS

The Assessments levied by the Associations shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the owners of the Lots, and in particular, for the improvement and maintenance of the Subdivision, for services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, entrance, streets, and lighting in the Subdivision, and of the Lots as herein provided. Such assessments shall include but not be limited to funds for actual costs to the Association of all administration, insurance, repairs, replacements, and maintenance of any common areas, entrance, streets and lighting of the Subdivision, as provided by the Covenants and as may from time to time be authorized by the Association or its Board of Directors. Other Activities to be paid for by means of such assessment include management fees, grass mowing, caring for grounds and streets, landscaping, equipment, and other charges as may be required by the Covenants or that the Association or Board of Directors shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, replacements and maintenance, and ad valorem taxes.

25. MAXIMUM AMOUNT OF ANNUAL ASSESSMENTS

The maximum annual assessment for each Lot shall be One Hundred Twenty ($120.00) Dollars (ten dollars per month). After January 1, 2007, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of membership of the Association and the maximum annual assessment may be increased more than five (5%) percent above the maximum annual assessment for the previous year by a vote of two-thirds (2/3rds) of each

voting class of membership of the Association who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days written notice of the time, place, and purpose of such meeting to all members.

26. SPECIAL ASSESSMENTS

Notwithstanding any annual assessments authorized above, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any common area, entrance, streets and lighting in the Subdivision; provided that any such special assessment shall have the assent of at least one-half (1/2) of the vote of Class A and B members who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days written notice of the time, place and purpose of such meeting to all members.

27. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES

The annual assessments provided for in this paragraph shall be established on a calendar year basis, and shall commence January 1, 2007, as to each Lot conveyed by the Developer to another owner. The first annual assessment for each Lot thus conveyed shall be adjusted according to the number of days remaining in the calendar year at the time of conveyance. Thereafter, the Association shall fix the amount of the annual assessments against each Lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of January 1, of each year. Unless otherwise provided by the Board, the annual assessment for each Lot shall become due and payable on the first day of February and shall be paid to the Association when due without further notice from the Association. Lots not previously conveyed by the Developer to other owners shall be exempt from the assessments created herein.

28. ADMINISTRATION

Subject to the provisions of this paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair and replacement of the Common Areas, entrance, sidewalks and lighting of the Subdivision and those acts required of the Association pursuant to the Covenants shall be the responsibility of the Association. Such administration shall be covered by the Covenants and Bylaws of the Association. The duties and powers of the Association shall be those set forth in the Covenants and said Bylaws, together with those reasonably implied to effect the purposes of the Association. Such duties and powers shall be exercised in the manner provided by the Covenants and the Bylaws of the Association. The Association shall have the responsibility of approving the annual budget,

establishing and collecting annual assessments, and arranging for the carrying out of the functions and activities of the Association as provided herein.

29. DURATION

The covenants and restrictions of these Covenants shall run with the land, bind the land and shall inure to the benefit of and be enforceable by the Association, the Developer, the Committee, or any owner, their respective legal representative, heirs, successors and assigns, for a period of twenty (20) years from the date of this declaration is recorded. These Covenants may be continued beyond said twenty (20) years for successive periods of ten (10) years each as follows: To continue the Covenants at 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 McIntosh County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension and shall be effective upon recording.

30. SEVERABILITY/HEADINGS

Invalidation of any one or more of the Covenants by judgment or court order shall not affect any of the other provisions of the Covenants, which shall remain in full force and effect. All paragraph headings and subheadings herein are descriptive only and are for quick indexing purposes only and are not intended to completely describe or to change or alter the meaning of the content of the text, which follows such heading or subheading.

31. LIMITATION OF LIABILITY

No member of the Architectural Review Committee nor any director of the Homeowner's Association upon its formation shall be liable for any injury or damages arising out of the performance of his duties unless due to the willful misfeasance or malfeasance of said officer or director. Each member of said Architectural Review Committee or director of said Homeowner's Association shall be fully indemnified by the Homeowner's Association upon its formation against all expenses and liability, including attorney's fees, arising out of any proceeding to which he may be party by reason of his being or having been such a member or director, except in such cases where willful misfeasance or malfeasance is involved.

32. DISCLAIMER

Nothing contained herein shall in any manner require the dedication of particular common areas to the Homeowner's Association, said dedication being solely at the direction and discretion of Developer. Furthermore, no requirement or provision hereof is binding on any lot not specifically shown on the Subdivision Plat and approved by the McIntosh County zoning administrator and no right of any nature shall inure to any party in adjacent property owned by Developer, which is not included in this particular phase of the Subdivision.

33. FHA OR VA COMPLIANCE

(a) Notwithstanding anything contained herein to the contrary, Developer shall have the unilateral right to amend or modify the covenants if, in the sole discretion of Developer, 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 Subdivision.

(b) Any amendment or modification enacted by Developer pursuant to subparagraph (a) above shall affect all of the Lots within the Subdivision to the same degree as if the covenants were so modified or amended prior to the conveyance of any Lots by Developer.

34. AMENDMENT

These covenants may be amended at any time by the Developer so long as the Developer shall own at least one (1) lot in the Subdivision. These covenants may also be amended by a vote of not less than three-fourths (3/4) of the voting members of the Homeowner's Association.

MTL INVESTMENT PROPERTIES, LLC

By: _____
BERNARD PURVIS, Manager

Signed, sealed and delivered
This 29th day of September, 2006.
In the presence of:

_____
Unofficial Witness

_____
Notary Public
(SEAL) My commission expires 5-24-2010