

Updated as of April
16, 2024

Charlie M. Strickland

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This deed is being re-recorded for the purpose of cross
referencing to: Deed Book 383, page 282; Deed Book 400, page 730;
Deed Book 413, page 624; Deed Book 421, page 384; and, Deed Book
548, page 734.

REVISED DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ASCOT SUBDIVISION

Forsyth County
Clerks Office Superior Court
Filed for record on the 16
day of JAN 1997
at 2:45 o'clock P.M. Recorded in
Book 1605 Page 180-223
day of 1-10, 1997
Douglas Sonelle, Clerk

STATE OF GEORGIA

COUNTY OF FORSYTH

THIS REVISED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS for Ascot Subdivision is entered into this 20th
MARCH, 1997, by and between at least two-thirds (2/3) of
the owners of lots located within the properties described herein
for the purpose of repealing all prior Declarations of Covenants,
Conditions and Restrictions for Ascot Subdivision and substituting
in lieu thereof the Covenants, Conditions, and Restrictions
contained herein.

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off
1/10/84
pg 600

Renecord
Forsyth County
Clerks Office Superior Court
Filed for record on the 7
day of September 1999
at 2:00 o'clock P.M. Recorded in
Book Page
day of 9-9, 1999
Douglas Sonelle, Clerk

W I T N E S S E T H :

WHEREAS, the undersigned deem it necessary to amend and
revise the covenants, conditions and restrictions pertaining to
that property described in Exhibit "A" attached hereto and
incorporated herein by reference for a more complete description of
the same; and

WHEREAS, the undersigned parties desire to amend and
revise the covenants, conditions and restrictions of Ascot
Subdivision by deleting all covenants, conditions and restrictions
previously filed with the Clerk of the Superior Court of Forsyth
County, Georgia, and replacing them with the covenants, conditions
and restrictions contained herein; and

WHEREAS, the undersigned parties desire to provide for
the preservation of the values, amenities, desirability and
attractiveness of the real property in the Ascot community.

NOW THEREFORE, for and in consideration of the premises
and of the benefits to be derived by each owner in Ascot
Subdivision, the undersigned parties do hereby set up, establish,
promulgate and declare the following protective covenants to apply
to all of said property and to all such persons hereafter owning

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said property or parts thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to ASCOT HOMEOWNERS ASSOC., INC., a nonprofit corporation organized and existing under the nonprofit Corporate Code of the State of Georgia, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Site which is a portion of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Site" or "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the property.

Section 4: "Property" shall mean and refer to that certain real property hereinbefore described, being more particularly described in "Exhibit A" attached hereto and incorporated by reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Lot within the Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declarations. All members of the Association shall be subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations.

Section 2: Co-Tenants and Other Legal Entities. When any Site or Lot is owned by two or more persons as joint tenants, tenants in common or by some other legal ownership entity,

membership as to any Site or Lot shall be joint and the rights of membership in the Association shall be exercised by such legal ownership entity as a whole.

Section 3: Voting. The Association shall have one class of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members; however, in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

Section 1: Architectural Committee. The Committee shall be composed of not less than three (3) representatives appointed by the Board of Directors. The responsibilities of the Committee shall be as follows:

- (a) Provide for the maintenance of the common entrance;
- (b) Serve as a liaison with the governing authority of Forsyth County for the providing of County services to the Ascot community;
- (c) Approve site plans regarding the construction of improvements on Sites located within the Property to insure compliance with Restrictive Covenants, including, but not limited to, requirements regarding square footage, setback lines, fencing, and other related issues;
- (d) Establish rules necessary to discharge its duties and responsibilities.

The affirmative vote of a majority of the membership of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, rulings or orders or to issue any permits, authorizations or approvals pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth herein, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Committee, a majority of the Committee

shall be authorized to exercise the full authority granted herein to the Committee.

Section 2: Approval Required. No structure shall be erected on any Lot without the approval of the Committee. A "structure" is defined so as to include, but is not limited to, any building, garage, porch, shed, barn, greenhouse, bathhouse, fence, pool, tennis court, wall, septic tank, outdoor lights or hedge more than two (2) feet in height, or any other temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, or drainage channel from upon or across any Lot, and (ii) any change in the grade of any Lot of more than twelve (12) inches from that existing at the time of purchase by the Site Owner. No prohibited structure shall be commenced, erected, placed, moved on to or permitted to remain upon any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include (i) two detailed architectural plans for the main dwelling and other proposed structures, one (1) copy will be retained by the committee and one (1) returned to the Owner, (ii) a site plan and topographical map of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location of improvements on the particular Lot (including proposed front, rear and side setbacks, and the location of all parking spaces and driveways on the Lot), (iii) a clearing plan for the particular Lot, (iv) a drainage plan, (v) a plan for landscaping, (vi) plans and elevations of proposed structures, (vii) a detailed specification list of exterior and

interior materials to be used and (viii) a list of the name and address of the general contractor in charge of construction of the improvements on the lot.

Section 3: Basis for Disapproval of Plans. The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) Failure of such plans or specifications to comply with any of the Restrictions;

(b) Failure to include information in such plans and specifications as may have been reasonably requested;

(c) Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;

(d) Objection to the location of any proposed structure upon any lot or with reference to other lots in the vicinity even if otherwise in compliance with minimum set back standards as shown on the Subdivision Plat.

(e) Objection to the Architectural Plans, Site Plans, Clearing Plans, Draining Plans, Landscaping Plans, Specification List or Objection to the proposed general contractor. Approval of general contractor will be based on written confirmation, to the satisfaction of the Committee, that the general contractor satisfies the requirements set forth by the Committee.

(f) Failure of plans to take into consideration the particular topography, vegetative characteristics and natural environment of the lot.

(g) Any other matter including aesthetic considerations which in the judgement of the Architectural Committee would render the proposed structures, structures or uses in harmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction has not commenced within three (3) months after receipt of such approval. All main dwellings, including acceptable landscaping and a completed driveway, shall be completed and a Certificate of Occupancy obtained within twelve

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(12) months of the date upon which ground is broken.

In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Section 4: Returning a Copy of the Plans. Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 5: Site to be Staked Prior to Tree Cutting. After the plan for the structure is approved, the site of the structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Committee until the building plans, site plans, and site staking are approved by the Committee.

Section 6: Rules of the Committee; Effect of Approval and Disapproval; Time for Approval. The Committee may promulgate rules governing the form and content of plans to be submitted for approval concerning specific improvements on Lots. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Committee's discretion as to any such matter; however, no change of policy shall effect the finality of any approval granted prior to such change. Any plan submitted shall be approved or disapproved by said Committee within thirty (30) days of receipt of same.

Section 7: Failure to Obtain Approval. The Architectural Committee shall have the right (during the initial construction

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period, or during periods of exterior renovation of existing improvements) through its agents or designees to enter upon such lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the lot in question. The lien provided herein shall not be valid as against a bona fide Purchaser or bona fide Mortgagee of the lot in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recordation among the Deed Records of Forsyth County of the Deed or Mortgage conveying the lot in question to such Purchaser or subjecting the same to such Mortgage.

Section 8: Inspection and Testing Rights: Any agent of the Architectural Committee may at any reasonable time or times enter upon and inspect any lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such lot and the maintenance construction or alteration of structures thereon are in compliance with the provisions hereof. Neither the Architectural Committee nor any agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 9: Waiver of Liability. Neither the Committee, nor any architect or agent thereof, nor any agent or employee of any of the foregoing, shall be responsible in any way for any failure of a structure or structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications; furthermore, all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to herein for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause. Neither the Committee nor any Member thereof shall be liable

for any decision denying approval of any plan submitted to the Committee for approval.

Section 10: Failure of Committee to Act. In the event the Committee fails to respond to a request for review within thirty (30) days after said plans and specifications have been submitted to the Committee, approval will not be required and this Article will be deemed to have been fully complied with.

Section 11: Environmental Fee. Anyone constructing a new dwelling in Ascot Subdivision shall pay an environmental fee of two-hundred (\$200.00) dollars to the Association prior to the beginning of construction. This environmental fee will be used for expenses incurred in cleaning up litter, debris, etc. from the subdivision right-of-ways or streets, as well as for front entrance planning and maintenance and repainting of street signs and other community projects deemed necessary or appropriate by the Association.

Section 12: Burning During Construction. During construction, burning of trash or other debris is not permitted until water is available. Any burning must be attended to at all times while burning is going on.

Section 13: Toilets and Trash During Construction. Trash receptacles and portable restrooms shall be required at all job sites during construction.

Section 14: Constructions Hours. Construction shall be permitted in Ascot Subdivision during the hours of 7:00 A.M. until 9:00 P.M. Monday through Friday and on weekends and holidays from 9:00 A.M. to 9:00 P.M.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. This Article IV applies to all lots in Ascot Subdivision, except for the exterior lots fronting on Wright Bridge Road, which are hereby exempted from assessments and the provisions

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contained in Article IV herein. Any reference to a lot in Article IV shall be deemed to refer to all lots in Ascot Subdivision except for the exterior lots fronting on Wright Bridge Road, which are exempt under the provisions of this Article. Each owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common entrance and property beautification.

The Board of Directors shall fix the amount of any annual assessment at an amount not in excess of \$150.00 per lot.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy or letter of authorization at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be

sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessment:
Due Dates. The annual assessments provided for herein and the due date for payment of the annual assessment shall be determined by the Board of Directors. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of its issuance.

Section 8. 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 the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and any appropriate proceeding at law or in equity.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the line thereof.

ARTICLE V

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

Without the prior written approval of the Architectural Committee, the following architectural, maintenance and use restrictions shall apply to each and every Lot or Site now or hereafter subjected to this Declaration:

Section 1: Approval of Plans and Architectural Control Committee. No construction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature shall be constructed without obtaining the prior written approval of the Committee. See Article III of this Declaration for a more complete description of the Committee's approval process.

Section 2: Improvement, Setback and Use Restrictions.

(1) Approval: All structures must be built to comply with the Site plan which was approved by the Committee. Before any dwelling may be occupied it must be completely finished and a Certificate of Occupancy or the equivalent issued by the governing authority of Forsyth County, Georgia.

(2) Setback: Minimum setback requirements have been established but are not intended to gender uniformity. They are intended to avoid overcrowding and monotony. It is therefore intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The

Committee reserves the right to approve the site plan and location of each house or other structure on each Site and to arrange the same in such manner as it shall deem in the best interests of the overall development. Any building or structure, or any part thereof, shall meet the following minimum setback lines: The front setback shall be no less than one hundred (100) feet from the centerline of the road. The side and rear setback lines shall be no less than fifty (50) feet from the side and rear property lines.

(3) Square Footage: The total heated and cooled floor living area of the main dwelling upon any lot, excluding open porches, patios, garages, carports, breezeways or "non-qualifying basements", shall be no less than three thousand five hundred (3500) square feet above ground except for any exterior lot fronting on Wright Bridge Road which shall be no less than three thousand two hundred (3200) square feet above ground. A "non-qualifying basement" shall be defined as any part of the main dwelling house not completely visible and above ground, not able to accommodate standard-height windows and which does not carry a total main floor appraisal value. This provision is not applicable to plans for structures which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(4) Fences and Walls: Boundary walls may be erected, provided that the same are set back from the street at least as far as the front building line. No walls, other than retaining walls, may be constructed along the front lot line of any Site or Lot. No retaining walls should be constructed so as to extend greater than eight (8) feet above ground level, unless prior written consent is obtained from the Committee and all adjoining Site Owners. All boundary and retaining walls must be constructed of brick, stone, stucco or other material agreeable to the Committee. No fences, or walls enclosing rear yards, may be built so as to extend over any pertinent setback line. All fences must be either wooden four-plank creosote or some other material agreeable to the Committee. This provision is not applicable to plans for fences or walls which

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were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(5) Swimming Pools: All swimming pools must be "in ground", located to the rear of the main dwelling and be no nearer than fifty (50) feet to any Side line. This provision is not applicable to plans for swimming pools which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(6) Mail Box: The Committee reserves the right to approve the design, type, and location of mail boxes to be constructed on a Lot.

(7) Garbage: Incinerators for garbage, trash, or other refuse shall not be used, permitted to be erected or placed on any Lot except as required during the construction period. All garbage receptacles and any refuse, compost or storage piles shall be walled in or otherwise concealed from the view of neighboring Owners or adjacent streets or Open Areas. Plans for all screening or enclosing walls must be approved by the Committee and the Association; however, those screening or enclosing walls which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia are exempt from this provision.

(8) Storage: No lumber, brick, stone, block, metal, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Site or Lot for more than sixty (60) days except for the purpose of construction on said Site or Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

(9) Firewood, Equipment, and Other Items: All items, including, but not limited to, firewood, outdoor equipment, lawn equipment, pool equipment, coolers and other such items, shall be walled in to conceal the same from view by neighboring Site Owners, streets, and Common Areas. Plans for all screening walls and enclosures must be approved by the Committee and the Association;

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however, those screening or enclosing walls which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia are exempt from this provision.

(10) Utilities: All utility meters, air conditioning compressors and units, and other like equipment shall be screened from view from neighboring Sites, streets and Open Areas. Outdoor television antennas may be installed, but shall be at the roof location least visible from all adjoining Sites and streets. Satellite dishes may be installed but must be beyond the rear line of the house and in some location not readily visible from other Sites and streets. All power and electric service shall be underground and all costs for installing said power and electrical services shall be paid by the Owner of the Lot in question. This provision is not applicable to plans for structures which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(11) Residential Purposes: All Sites shall be, and the same hereby are, restricted exclusively to private single family residential use. No structures of a temporary character, trailers, tents or shacks shall be constructed or set up on a Site to provide a residential dwelling, except those required during construction of some Committee approved improvement on a Site. Barns shall not be used for any period of time as a primary place of residence by the Owner.

(12) Businesses: No business activities which involve frequent client traffic to and from the property shall be conducted on any portion of the Property or upon any Site; however, the foregoing restriction shall not apply to any signs, billboards, or business activities required for the construction of some improvement on the Property or upon a Site which has the prior approval of the Committee.

(13) Signs: Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or advertisements of any kind shall be maintained, placed or erected upon any portion of

the Property or upon any Site without the express written permission of the Association. The approval of signs and posters shall be upon such conditions as may from time to time be determined by the Association and such approval may be arbitrarily withheld; however, this provision shall not apply to the Committee or the Association.

(14) Pets: The Committee reserves the right to limit or prohibit pets and animals if they become a nuisance in any way. All pets must remain on an Owner's Site or Lot through whatever method necessary and when off the Owner's Site or Lot must be under the Owner's supervision and control as per the regulations contained in the Forsyth County Animal Leash Ordinance. The Committee and the Association hereby reserve, and the Site Owners are hereby granted, the power to use whatever legal methods are necessary to bring about the restraint or removal of any pets or animals that are a continuous nuisance.

(15) Motor Vehicles: The Committee reserves the right to regulate the parking, location, storage and use of all vehicles on the property.

(16) Nuisances: No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, adjacent roadway or right-of-way, and no odors shall be permitted to arise therefrom, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. Any Site Owner (or his family, servants, agents or guests) who shall dump or place trash or debris upon any portion of the Property shall be liable to the Association for the actual cost of the removal thereof or the sum of one-hundred (\$100.00)

dollars, whichever is greater. Such payments shall be added to and become part of that portion of any assessment next coming due to which the Site Owner is subject. Any Site Owner finding kudzu on their Site, with the sole exception of Settendown Creek banks, shall take immediate action to entirely eradicate the plant by whatever environmentally correct method is necessary to insure against its return.

(17) Prohibited Activities: Noxious or offensive activities shall not be pursued on any Site. Each Owner, his family, visitors, guests, servants and agents shall refrain from any act or use of the Site which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other Sites, or which could result in the cancellation of insurance on any Site or which would be in violation of any law or governmental code or regulation.

(18) Unsightly or Unkempt Conditions: The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any portion of the Property or upon any Site.

(19) Leasing Restrictions: No Owner shall be permitted to lease his Site for transient or hotel purposes, and no Owner may lease less than his entire Site. Any lease agreement shall be for a minimum of six (6) months, shall provide that the lessee is subject in all ways to the provisions of this Declaration and the By-Laws of the Association and shall provide that any failure by the lessee to comply with the provisions of this Declaration or the By-Laws of the Association shall be considered a default under the lease. All lease agreements must be in writing and a copy thereof placed on file with the Association. Prior to the commencement of any lease, the Owner shall give the Association written notice of the name and address of the lessee and the terms of the lease. In addition, any person who becomes a Site Owner by reason of a judicial sale, foreclosure sale or as a transferee pursuant to any

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proceedings in lieu thereof, shall have the unqualified right to lease such Site so long as such Site is owned by such person who acquires title thereto in such manner; provided, however, the occupancy of any Site by any lessee of Committee or such person who acquires title through judicial sale or foreclosure sale shall in all other respects be subject to the provisions of this Declaration and the By-Laws of the Association.

(20) Maintenance: All sites shall be maintained by the Site Owner and kept in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns and right-of-ways bordering the Site, pruning of trees and bushes and appropriate external care of all improvements, satisfactory to the Committee and the Association.

(21) Trees: No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Site without the prior written approval of the Association.

(22) Foundations: No concrete block (whether in a home, fence, wall or other structure) shall be used above ground level unless the same be covered with brick veneer, stone or other material approved by the Association. This provision is not applicable to plans for structures which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(23) Tennis Courts: All tennis courts shall be located behind the established setback lines. In addition, the placement and design of all tennis courts shall be approved prior to construction by the Committee. This provision is not applicable to any plans for tennis courts which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(24) Lake Front Property: Any Site which abuts upon any lake shall be subject to the following additional restrictions:

(a) No wharf, dock, other structure or obstruction shall be built or maintained upon any such Site or into any lake or

adjacent stream without the prior written approval of the Committee.

(b) No trot line or similar device shall be maintained on any Site adjacent to a lake without prior written approval of the Committee or the Directors of the Association.

(c) No Site Owner shall cause the drainage of any lake unless ordered to do so by the appropriate governing authority.

(d) No one shall pollute any lake or stream by dumping any garbage, trash, refuse, toxic chemicals, oil, gas or anything else which might cause harm to such lake or stream by the dumping of such materials into it.

(e) No boats with motors shall be used on any lake, except for those boats with electric motors.

(f) No one other than a Site Owner whose Site abuts a lake shall use the lake, unless the abutting Owner's permission has been obtained prior to the use of the lake.

(g) No one under eighteen (18) years of age shall be permitted in or upon any lake without supervision by a parent or a guardian.

(h) All Owners of Sites who have Sites which abut a lake or stream shall be responsible for maintenance of a portion of the lake or stream, as agreed on by all Site Owners who have Sites which abut that lake or stream.

(25) Horses

(a) Horses shall be ridden only by persons who are either over twenty-one (21) years of age or who are accompanied by a parent or guardian.

(b) It shall be the responsibility of each owner of a horse to support and maintain the horse by proper feeding, grooming and cleaning. It shall also be the sole responsibility of each owner of a horse to insure that such horse receives adequate medical attention from a licensed veterinarian.

(c) Each Site Owner who owns or rides a horse assumes all risks relative thereto and agrees that the Committee

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and the Association are without liability for any injuries, accidents or other mishaps that could or might be caused by the ownership or riding of a horse.

(26) Garages: Each Site shall include at least a two car garage which must be connected to the main dwelling house by at least a covered or enclosed breezeway. The garage must match the main dwelling house in architecture and materials. An additional detached garage may be constructed on the property which is not connected to the main dwelling house; however, such additional garage must meet the other requirements of this Declaration pertaining to structures on a Site which are not part of the main dwelling house. This provision is not applicable to plans for structures which were approved prior to the date this Declaration was recorded by the Clerk of the Superior Court of Forsyth County, Georgia.

(27) Subdivision: There shall be no further subdivision or other division of any Site or Lot. In addition, no more than one permanent residence may be located upon any Site.

(28) Common Landscaping: The Association will oversee the landscaping and maintenance of the entrance to the property, as well as any pertinent right-of-ways, street corners, sign posts, and other Common Areas that will enhance the appearance of the Property.

(29) Governmental Restrictions. Each Site Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations and rules applicable to that Owner's Site. In the event that governmental regulations and restrictions govern a Site concurrently with the provisions of this Declaration, the more restrictive provision shall control.

ARTICLE VI

GENERAL PROVISIONS

Section 1: Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be

binding and effective for twenty (20) years from the date this instrument is recorded by the Clerk of the Superior Court of Forsyth County, Georgia. After twenty (20) years, this Declaration may be renewed or extended, either in whole or in part, for successive periods of ten (10) years if (i) the renewal or extension is signed by two-thirds (2/3) of the Owners subject to this Declaration, and (ii) the signed renewal or extension is filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such renewal or extension shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are to be renewed or extended.

Section 2: Amendment. The Association may amend this Declaration at any time with the approval of two-thirds (2/3) of the Site Owners whose Sites are subject to this Declaration. Any amendment must be signed by the Owners who approve the proposed amendment; and, any amendment, to be effective, must be recorded among the Deed Records of Forsyth County, Georgia.

Section 3: Enforcement. The Association, the Committee or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Committee or 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.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions contained herein. Such provisions not specifically invalidated by judgment or court order shall remain in full force and effect.


ARTICLE VII

Section 1: The effective date of this Declaration shall be upon its recording by the Clerk of the Superior Court of Forsyth


BK 1565 PG 0374

County, Georgia into the Deed Records of said county.

(a) For reference, said date of recording by the Clerk of the Superior Court of Forsyth County, Georgia is the ____ day of _____, 1995, in Deed Book _____, Page _____ (insert date, deed book number and page number following recording).

IN WITNESS WHEREOF, the undersigned parties have executed these Revised Declaration of Covenants, Conditions and Restrictions for Ascot Subdivision this 20th day of March, 1995. 

Signed, Sealed, and Delivered
in the Presence of:


Witness


Notary Public

My Commission Expires
January 2, 2000

OWNER OF LOT NO 7



01565
0375

BK 1565 PG 0375

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 442, 443, 444, 492, 493, 494, 495, 514, 515, 516, 517, 565, 566 and 567 of the 3rd District and 1st Section, Forsyth County, Georgia, being Ascot, Phase I as shown on a survey recorded in Plat Book 25, Page 241, Forsyth County Records; Ascot, Phase II as shown on a survey recorded in Plat Book 26, Page 230, Forsyth County Records; and Ascot, Phase II, Section II and Ascot, Phase III, as shown on a survey recorded in Plat Book 27, Page 252-256, Forsyth County Records, which plats and record thereof are incorporated herein by reference for a more complete description of the property.

The revision noted below passed by 74% of the Ascot lot owners. A 2/3 majority of the 46 lot owners was needed. 34 lot owners approved this change. Page 1 of 7

ASCOT Roy E. Stuckman, Pres. 12/16/09
Homeowner's Association, Inc. Vice Pres. [Signature]



Proposed Amendment to the Ascot Homeowners Association Revised Declarations of Covenants, Conditions and Restrictions for Ascot Subdivision:

Dated August 18, 2009:

Amend the Ascot Homeowners Association, Inc. Revised Declaration of Covenants, Conditions and Restrictions for Ascot Subdivision, Article IV, Covenant for Assessments; Section 2, 2nd paragraph to read:

Effective January 1, 2010, The Board of Directors shall fix the amount of any annual assessment at an amount not in excess of \$250 per lot.

Note: This increases the annual assessment by \$100.

Printed Name	Signature	Lot(s) Owned	Date
1. Joyce Barrow	[Signature]	45	08-30-09
2. Robert Wilson	[Signature]	43, 46	09-01-09
3. Candy & Jim Hardy	[Signature]	8	9-1-09
4. Michael Graw	[Signature]	46	9-2-09
5. Maria Wang	[Signature]	1	9-12-09
6. Roy E. Stuckman	[Signature]	37 & 38	9/12/09
7. BRYANT WILSON	[Signature]	14	10/31/09
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____

ascot09.doc

Doc ID: 011491310007 Type: GLR
Filed: 12/17/2009 at 01:47:51 PM
Fee Amt: \$22.00 Page 1 of 7
Forsyth County, GA
Grea G. Allen Clerk Superior Ct
BK 5590 PG 653-659

Ret 2300 Bethelview Road Suite 110-236 Cumming, Georgia 30040

page 1 of 8
 The revision noted below passed by 74% of the Ascot Post owners. A 2/3 majority of the 46 lot owners was needed. 34 lot owners approved this change.

ASCOT *Ray E. Strickman* Pres. 12/16/01



Homeowner's Association, Inc.

Proposed Amendment to the Ascot Homeowners Association Revised Declarations of Covenants, Conditions and Restrictions for Ascot Subdivision:

Dated August 18, 2009:

Amend the Ascot Homeowners Association, Inc. Revised Declaration of Covenants, Conditions and Restrictions for Ascot Subdivision, Article V, Architectural, Maintenance, and Use Restrictions; Section 2, Improvement, Setback & Use Restrictions; Paragraph (20) by adding the following second paragraph, to read:

Effective January 1, 2010:

Should any Lot Owner not maintain their lot in accordance with the guidelines established by the Covenants; a \$25/per day fee may be assessed to said Lot Owner.

Steps to charge \$25/per day fee:

- 1) A letter from the Board / Architectural Committee is sent to the Lot Owner notifying them of up-keep / maintenance required (a thirty (30) day period is given).
- 2) Should the first (1st) letter's request be not followed, a second letter is Served or sent Certified via U.S. Postal Service reminding the Lot Owner of the first letter. Lot Owner is given thirty (30) days from date of second (2nd) letter to comply with this request.
- 3) Should the second (2nd) letter's request be not followed; a Demand Letter is Served or sent Certified via U.S. Postal Service instructing the Lot Owner to comply with the first request within thirty (30) days. As of thirty (30) days after the date of the third letter and lot owner has NOT complied with request(s), the \$25/per day fee may be assessed as of the thirty-first (31st) day from the date of the first letter.

Note: Maximum fine that can be assessed will be the current filing threshold established by the Magistrate Court within Forsyth County. As of 2009, this amount is \$15,000.

Doc ID: 01491300008 Type: ALR
 Filed: 12/17/2009 at 01:46:51 PM
 Fee Amt: \$24.00 Page 1 of 8
 Forsyth County, GA
 Gred G. Allen Clerk Superior Ct
 BK 5590 Pg 645-652

Printed Name	Signature	Lot(s) Owned	Date
1. Ted & Joyce B. Brown	<i>Ted & Joyce B. Brown</i>	45	08-30-09
2. Lisa Shumate	<i>Lisa Shumate</i>	45, 46	09-01-09
3. Candy & Jim Hardy	<i>Candy Hardy</i>	8	9-1-09
4. MICHAEL GRAVITT	<i>Michael Gravitt</i>	46	9-2-09
5. Mica Wong	<i>Mica Wong</i>	1	9-12-09
6. Ray E. Strickman	<i>Ray E. Strickman</i>	37 & 38	9/12/09

Ret

2300 Bethelview Road Suite 110-236 Cumming, Georgia 30040

Re: Coulter + Sierra

Prepared by and return to:
Amy H. Bray, Esq.
Rubin Lublin, LLC
3740 Davinci Ct., Suite 150
Peachtree Corners, Georgia 30092
(ASC 0004)

Doc ID: 015353010033 Type: GLR
Recorded: 06/28/2016 at 11:59:28 AM
Fee Amt: \$76.00 Page 1 of 33
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 7810 PG 680-712

Recorder's Cross-Reference: Declaration: Book: 1065
Page: 180

COUNTY OF FORSYTH

STATE OF GEORGIA

**AMENDMENT TO THE REVISED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ASCOT SUBDIVISION**

THIS AMENDMENT was made the 21st day of June 2016 by Ascot Homeowners Assoc., Inc. a Georgia nonprofit corporation (the "Association").

WITNESSETH

WHEREAS, that certain Revised Declaration of Covenants, Conditions and Restrictions for Ascot Subdivision, was recorded on January 6, 1997 in Book 1065, Page 180 of the records of the Clerk of the Superior Court of Forsyth County, Georgia; as amended by that certain Amendment to the Revised Declaration of Covenants, Conditions and Restrictions for Ascot Subdivision, recorded on May 11, 2010, in Deed Book 5682, Page 518 of the records of the Clerk of the Superior Court of Forsyth County, Georgia (collectively, the "Declaration"); and

WHEREAS, pursuant to Article VI, Section 2 of the Declaration, the Association may amend the Declaration at any time with the approval of two-thirds (2/3) of the Site Owners whose Sites (as such terms are defined in the Declaration) are subject to the Declaration. Any Amendment must be signed by the Owners who approve the proposed amendment; and, any amendment, to be effective, must be recorded among the Deed Records of Forsyth County, Georgia; and

WHEREAS, the Association desired to amend the Declaration to allow for the renewal of the covenants and restrictions contained within the Declaration prior to their expiration and to evidence the consent of the Owners to such renewal; and

WHEREAS, more than two-thirds (2/3) of the Site Owners consented to the Amendment, as evidenced by the signatures of the Owners below; and

NOW, THEREFORE, pursuant to the terms of the Declaration, the Association hereby amends Article VI, Section 1 of the Declaration by deleting the provision in its entirety and replacing it with the following:

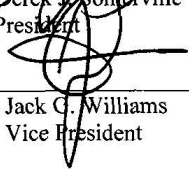
Within the year prior to the expiration of the first 20 years after the recording of this Declaration, this Declaration may be renewed or extended, either in whole or in part, for successive periods of 10 years if (i) the renewal or extension is signed by two-thirds (2/3) of the Owners subject to this Declaration, and (ii) the signed renewal or extension is filed for recording among the Deed Records of Forsyth County, Georgia, provided, that each such renewal or extension shall specify which sets of covenants and restrictions are so renewed and extended and the term for which they are to be renewed or extended. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

In addition to the modification above, the Owners, as evidenced by their signatures below, hereby consent to the renewal and extension of the Declaration for an additional 10 years.

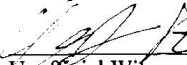
IN WITNESS WHEREOF, the undersigned officers of the Association certify that the Amendment was duly adopted as provided above by their execution of this Amendment, this 21 day of June, 2016.

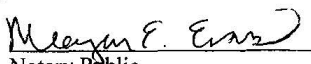
ASSOCIATION: ASCOT HOMEOWNERS ASSOC., INC.
a Georgia nonprofit company

By: 
Print Name: Derek L. Somerville
Its: President

Attest: 
Print Names: Jack G. Williams
Its: Vice President

Signed, sealed, and delivered
On this 21st day of June, 2016
In the presence of:


Unofficial Witness


Notary Public
[NOTARIAL SEAL]
My commission expires: 01/13/18

Meagan E Evans
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires January 13, 2018