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CAROLYN WILLIAMS
CLERK OF SUPERIOR
COURT
PIKE COUNTY

Prepared by and after
recording return to:
David T. Wolf, Esquire
David T. Wolf, P.C.
561 Village Trace
Suite 13-B
Marietta, Georgia 30067

**IN RE: DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR ASHLEY GLEN SUBDIVISION DATED JULY 14, 2005, AS
RECORDED ON JULY 15, 2005 IN THE OFFICE OF THE CLERK OF
SUPERIOR COURT OF PIKE COUNTY, GEORGIA IN DEED BOOK 591,
Page 242.**

**THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND
RESTRICTIONS FOR ASHLEY GLEN SUBDIVISION**

**THIS THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS
AND RESTRICTIONS FOR ASHLEY GLEN SUBDIVISION** (this "Amendment") is made and
entered into this 2nd day of March, 2009, by REALMARK EQUITIES, LLC, a Georgia limited
liability company (hereinafter referred to as the "Declarant"). Capitalized terms used but not defined
herein shall have the meanings given them in the Declaration as hereinbelow defined.

W I T N E S S E T H :

WHEREAS, the Declarant did make and declare that certain Declaration of Easements,
Covenants and Restrictions for Ashley Glen Subdivision (the "Declaration") dated July 14, 2005 and
recorded on July 15, 2005 in the Office of the Clerk of Superior Court of Pike County, Georgia in
Deed Book 591, Page 242 wherein the Declarant did subject the real property as described therein
to the easements, protective covenants and restrictions as provided in the Declaration (the
"Property"):

WHEREAS, on August 19, 2005 Declarant did execute a First Amendment to Declaration
of Easements, Covenants, and Restrictions for Ashley Glen Subdivision as recorded on August 19,
2005 in Deed Book 597, Page 345, aforesaid records amending the Declaration in certain respects:

WHEREAS, on October 6, 2005, Declarant did further execute a Second Amendment to
Declaration of Easements, Covenants, and Restrictions for Ashley Glen Subdivision as recorded on

October 10, 2009 in Deed Book 808, Page 34, aforesaid records amending the Declaration in certain respects:

WHEREAS, the Declarant desires to further amend the Declaration in the following respects:

NOW, THEREFORE, for and in consideration of the above referenced recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant does hereby covenant and agree as follows:

1.

Section 2 of Article X of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 2. Residential Use.

(a) All dwellings constructed on the Lots shall be restricted exclusively to single-family residential use. No dwelling constructed on a Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose. No dwelling constructed on a Lot may be divided or subdivided into a smaller dwelling. No tents, shacks, barns, trailers, or any other movable structure shall be constructed or used on the Lots; provided, however, storage sheds may be permitted upon the prior written consent of the Declarant or the Architectural Review Board. Lots may be leased for residential purposes only.

(b) All storage sheds shall comply in all respects with the following design criteria:

- (i) Such structure shall be limited to a height of a one story dwelling and shall not greater than twelve (12) feet in width and sixteen (16) feet in length;
- (ii) The color scheme, materials and architectural style of such structure shall be consistent and harmonious with the dwelling on such Lot; no metal siding structures shall be permitted without the prior written consent of the Declarant and the Board;
- (iii) Such structure shall be located in such manner as to be concealed from view of neighboring streets and within the rear of such Owner's Lot;
- (iv) Such structure shall be depicted on a site plan showing the relation of such structure to the property lines and the proposed or existing dwelling;
- (v) Plans for screening such structure and landscaping such area shall be submitted along with the site plan to the Declarant and the Board for its prior

written consent.”

2.

Section 3 of Article X of the Declaration is hereby amended by adding the following additional sentence:

“Any noise that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding dwellings is prohibited. All garbage cans, woodpiles, air-conditioning units, heat pumps and related equipment and other similar items shall be located or screened so as to be concealed from neighboring streets and Lots. No window air-conditioning units are permitted. The display, use or discharge of Firearms or fireworks in the Subdivision is prohibited. The term “Firearms” shall include, without limitation, “B-B” guns, pellet guns and other firearms of all types, regardless of size. Plastic firearms known commonly as “Air Soft” are permitted but only upon each Owner’s Lot.”

3.

The second sentence appearing in Section 5 of Article X of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Household pets of occupants (such as dogs, cats or other usual and common household pets) may not number more than four (4) with the number of dogs limited to no more two (2) and must be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Architectural Review Board. No pets shall be kept, bred or maintained for any commercial purpose. All dogs which are household pets must be kept in a fenced enclosure which shall be located within an area in the rear of a Lot. Dogs which are household pets shall at all times be confined on a leash whenever they are outside a Lot unless restrained by an invisible fence. Such fences shall not be less than four (4) feet nor more than eight (8) feet in height and shall be constructed of wood, brick stucco or coated chain link. All such fencing shall require the prior written approval of the Declarant or the Board prior to any installation and thereafter shall be properly maintained and repaired at all times. ”

3.

The last sentence appearing in Section 5 of Article X of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Without prejudice to the Board’s right to remove any such household pets, the Board may require the removal of any household pets that have caused damage or injury to person or property within the Subdivision.”

4.

Section 6 of Article X of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

“Section 6. Vehicles and Parking. Vehicles shall be parked only in the appropriate parking spaces servicing the Lot. All parking shall be subject to such rules and regulations as the Declarant and the Board may adopt. The term “vehicle” as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, golf carts, trucks, campers, buses, vans and automobiles. The term “parking space(s)” shall refer to the number of garage parking space(s) and the space(s) located in the driveway of each Lot. All dwellings shall contain a garage; carports shall not be permitted.

(a) Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Subdivision, except in a garage, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Subdivision by the Declarant or the Board. No towed vehicle shall be permitted on any Lot, except if kept in a garage for periods longer than twenty-four (24) consecutive hours, (the intent of this provision is that the towed vehicle may not be stored on a Lot except if in a garage and the temporary removal of such vehicle from the Lot to break the continuity of the twenty-four (24) consecutive hours shall not be sufficient to establish compliance with this Restriction). Any such vehicle shall be considered a nuisance and may be removed from the Subdivision by the Declarant or the Board.

(b) Trucks with mounted campers shall not be considered recreational vehicles provided that they are used on a regular basis for transportation and the camper is parked out of public view on a Lot. Trucks with a load capacity of one (1) ton or more, vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are prohibited from being parked within the Subdivision, except in garages. Notwithstanding, the above, trucks (including tractors with or without attached trailers), vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily in the Subdivision only in the normal course of business during normal business hours; provided, that no such vehicle shall be authorized to remain in the Subdivision overnight.

(c) If any vehicle is parked on any portion of the Subdivision in violation of this Section or in violation of any rule or regulation promulgated by the Board, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and

telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within a six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's Lot, is obstructing the flow of traffic, is parked on any unauthorized area of the Common Property, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Board nor any officer, director or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity.

5.

A new section 11 entitled "Swimming Pools" is hereby added to Article X and shall read as follows:

"Section 11. Swimming Pools. All above ground swimming pools are prohibited. No in-ground swimming pool shall be constructed, erected, installed or maintained upon any Lot without the prior written consent of the Declarant or the Architectural Review Board."

All remaining sections appearing thereafter in Article X are renumbered accordingly.

6.

Except as expressly modified hereby, the Declaration remains in full force and effect without change, and all provisions thereof, as modified hereby are hereby ratified by the parties thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE TO FOLLOW ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Amendment under seal on the day and year first above written.

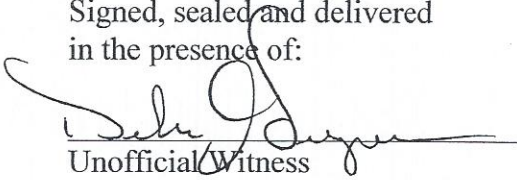
DECLARANT:

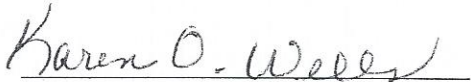
REALMARK EQUITIES, LLC
a Georgia limited liability company

By: REALMARK ACQUISITIONS II, LLC,
Georgia limited liability company, its
Manager

By: S. N. PHELPS & CO., a Delaware
corporation, its Manager

Signed, sealed and delivered
in the presence of:

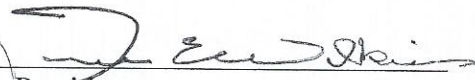

Unofficial Witness


Notary Public

My Commission Expires:



[AFFIX NOTARY SEAL]

By: 
Title: President

[AFFIX CORPORATE SEAL]

