

Document ASR00 Revision 04012024

Ambler School Rd Neighborhood Quality Title Addendum

General

1. This document and the provisions detailed herein run with the land and are an integral and inseparable addendum to the titles for the four plats formed from the 117-acre parcel 5140-00-95-6197 R0092469. These plats are Plat #1 nominally 10.00 acres 5104-00-84-5783, Plat #2 nominally 34.12 acres 5104-00-95-5223, Plat #3 nominally 26.07 acres 5114-00-06-3044, and Plat #4 nominally 47.37 acres 5114-00-04-3731.
2. All property referred to in "1" above shall be held, sold, and conveyed subject to the easements, restrictions, covenants, uses, limitations, and obligations as they are described herein or as may be amended per the process described herein. These shall be binding on all parties having any right, title, or interest in the land or any part thereof, their heirs, successors, and assigns.
3. This document is binding on the subsequent owners of all four plats and any plats that might be derived via subdivision of those plats in the future.
4. This single document, as originally constructed and subsequently amended per procedures defined below forms and contains the entirety of all "declaration", "bylaws", "rules and regulations", and/or "covenants, conditions, and restrictions" (CC&R) applicable to the property referred to in "1" above.
5. This document and the provisions herein may be revised and superseded only with the unanimous written and notarized agreement of all owners of all plats referred to in "1" above and, if applicable, plats derived from them through subdivision.
6. Disputes and legal matters regarding compliance with any provisions herein shall be settled by, in order of escalation, (1) person-to-person verbal communication, (2) person-to-person written communication, (3) written communication with copies to all plat owners requesting consensus, (4) mediation, and (5) binding arbitration.

Specifics:

1. Use:
 - a. All plats are designated as agricultural with single family residential.
 - b. All plats provide an allowance for a maximum of one potential additional second residence for family or guests.
 - c. With the exceptions of agricultural, family farm, horse farm operations, and VRBO, plats may not be used for commercial or industrial purposes.
2. Access and Shared Driveway (including easement) provisions:
 - a. The Shared Driveway as referred to herein is integral to the titles of these plats, is located on Plat #4, is described in the survey of Plat #4, includes the 50-foot-wide easement, includes the 60-foot-diameter cul-de-sac, and is named Table Rock Ranch Road.
 - b. Use and perpetual nonexclusive ingress and egress from Plats #2, #3 and #4 to Ambler School Road will be provided as primary access for these plats to Ambler School Road via said Shared Driveway and its 60-foot diameter cul-de-sac. With the exception that primary access from Plat #1 to Ambler School Road is currently approved by Pickens County Planning only as a direct connection to Ambler School Road, Plat #1 has the same and equal rights to the Shared Driveway.

- i. Two farm or recreation accesses connecting to the Shared Driveway, in addition to the primary access described in “b” above, are allowed per each of the original existing four plats.
 - ii. No additional accesses to these plats are provided for or promised, but no restriction is placed on legal individual plat owner efforts to establish additional accesses not involving the Shared Driveway.
 - c. Shared Driveway access, including the easement, is restricted to resident-only and guest-only on-road automobile and truck entrance and exit with a 20 mile-per-hour speed limit; hiking; horseback riding; on-road UTV/ATV and golf cart vehicles traveling less than 10 mph; and on-road service equipment necessary for farming, construction, or maintenance travelling less than 10 mph.
 - d. The entire Shared Driveway and easement shall be kept free of any and all impediments to passage and open access by all plat owners and their guests at all times with the exception of emergencies. With the exception of emergencies, no vehicles or assets of any sort shall be parked or stored on the Shared Driveway or easement for more than one hour per 24-hour period. With the exception of emergencies, no owner or guests shall do or cause to be done anything which would interfere with the other’s use of the Shared Driveway.
 - e. Easement for installation of underground electric, Internet and land-line telephone services to each plat boundary from Ambler School Road is provided for within a designated 10-foot buffer located along the downhill edge of the Shared Driveway within the 50-foot Shared Driveway easement.
 - f. All plat owners are responsible for responsible use and protection of the Shared Driveway. Plat owners shall be responsible for any damages that they, their guests, their contractors, or their associates may cause to the Shared Driveway or easement.
 - g. All plat owners shall hold harmless the owner of plat #4 for any of their activities on the Shared Driveway and easement.
 - h. Maintenance and improvements for the Shared Driveway shall be per the following:
 - i. To optimize the positive use of the Shared Driveway and positive impact of baseline funds, all plat owners are encouraged to voluntarily contribute their services, excess material, and use of their personal equipment for needed maintenance and improvement activities such as mowing, snow removal, or grading. Volunteered maintenance and improvement services and projects must be approved by the owner of Plat #4 and at least one additional plat owner before proceeding.
 - ii. The owner of Plat #4 shall be responsible for providing baseline funds and a simple one page written plan for maintenance and improvements for the Shared Driveway each calendar year.
 1. The annual Shared Driveway planning for maintenance and/or improvements shall be open to plat owner input and communicated by the owner of Plat #4 in writing to all plat owners by March 31st of each year.
 2. Annual baseline maintenance and improvement funding provided by the owner of Plat #4 shall be \$4000 in 2024, \$3500 in 2025, \$3000 in 2026, and \$2500 in 2027 and each year thereafter.
 3. Baseline funds in “2” above will be available for use by March 31st of each year and shall be invested in maintenance and/or improvements in the Shared Driveway by the end of each calendar year. The funds may be applied to a direct cash outlay for expensed materials and/or services, loan payments for a larger capital project, or a combination of the two.

4. Maintenance and improvement expenditures shall be competitively negotiated and contracted with non-Plat #4-owner third parties.
 5. Documentation of the materials and services expenditures for the previous year shall be communicated by the owner of Plat #4 to all plat owners in writing by email or letter by January 31st of the following year.
 - iii. Emergency repairs necessitated by Acts of God and/or considered to be of common interest to 75% or more of the plat owners shall be approved and paid for by each of the plat owners on a Plat #1 10%, Plat #2 30%, Plat #3 30% and Plat #4 30% basis. Such plans shall be documented in writing and approved by 75% or more of the plat owners for expenditures under \$5000 and by all plat owners for expenditures over \$5000.
 - iv. The owner of Plat #4 unilaterally, or the owner of Plat #4 and at least 2 of the additional owners, may agree to fund and proceed with major Shared Driveway improvement projects such as asphalt resurfacing. Any associated expenses will be covered by the plat owners who agree to the major improvement project. Use of the associated improvement shall not be withheld from, or charged to as a use fee, the non-approving non-contributing plat owner.
 - i. All parties shall be held harmless for any accidents concerning any line-of-site limitations from the entrance to the Shared Driveway from Ambler School Road.
3. Setbacks and Visual Impact:
 - a. No residence or part thereof shall be located within 100 feet of any plat boundary.
 - b. No outbuildings, sheds, barns, or pig-raising shall be located within 150 feet of any plat boundary.
 - c. No fuel tanks, water tanks, trash, junk, garbage, above-ground pools, heavy equipment, inoperable machines, parking of recreational vehicles, target ranges, or inoperable vehicles shall be located or parked within 200 feet of any plat boundary.
 - d. Any and all of the items in "c" above are to be shielded from Shared Driveway and Ambler School Road direct view via placement behind buildings, containment in garages, privacy fences, walls, hedges, forest, or similar provisions.
 - e. Driveways, farm roads, trails, fences, gateways, signs, ponds, and bridges are exempt from the setback and visual impact restrictions in "a" through "d" above.
4. Building and structure restrictions:
 - a. No mobile homes, trailer homes, double-wides, any buildings without permanent foundations, and similar buildings shall be permitted.
 - b. "Footprint" as referred to in "c" and "d" below is defined as inclusive of living area, connected porches, connected decks and attached garages.
 - c. No residences may be smaller than a 2400 minimum, or larger than a 10000 maximum, square foot footprint per plat. Living area for any residence must be 1200 square feet or greater.
 - d. There shall be a maximum of one outbuilding per each 5 acres and no single outbuilding shall exceed a 10000 square foot footprint.
 - e. No building, structure, signage, flags, antennae, light poles, towers, or similar structures are permitted to exceed 40 feet in height.
 - f. No people or animals are allowed to live in any plat-parked or located recreational camping-type vehicle (RV) for more than 4 months cumulative per rolling 12 months.

- g. Fences, gates and entryways shall be of equal or superior quality relative to existing fences, gates, and entryways.
 - h. Flags shall be limited to official United States, State, and/or university flags.
 - i. Signage shall be of high quality and limited to 4 signs maximum per plat. No sign shall block Shared Driveway visibility or exceed 4 feet in width or extend over 6 feet vertically.
 - j. Construction of any residence or outbuilding shall take no longer than 24 months from initial groundbreaking to completion and/or certificate of occupancy as applicable.
5. Use restrictions:
- a. People domiciled as residents living on any plat shall be limited to no more than 1 per acre.
 - b. Animals:
 - i. Animals shall be limited to 10 per acre density.
 - ii. Animals shall be constrained to one's own plat or under direct physical control by their owners when accessing the Shared Driveway and easement.
 - iii. Domiciling or attempting to attract human-predatory animals, poisonous snakes, and pit bulls are not allowed.
 - c. Junk and garbage shall be disposed of per Pickens County ordinances.
 - d. Tree or bush coverage of 20% or greater shall be maintained on all plats.
 - e. Electric, Internet and telephone utilities shall be underground. And/or wireless.
 - f. Proper safety precautions shall be taken for open fires and burning.
 - g. No chemical, industrial, mining, irrigation or other activities which endanger the water supply, aquifer, air quality, or render the land unusable for future agriculture are allowable.
 - h. Noise disturbances:
 - i. Music and other speaker-produced audio will be confined to one's own plat.
 - ii. Gun or rifle target range activity shall be limited to daylight hours and no more than 30 rounds unsuppressed and 1000 rounds suppressed per week per plat.
 - iii. Fireworks are limited to recognized national, state, or owner's cultural holidays and the two days before or after said holidays. No fireworks shall be shot off between 12:30 AM and Sunrise.
 - iv. Dogs barking or roosters crowing 30 minutes will be silenced or brought inside.
 - i. Light pollution:
 - i. Outdoor lighting shall be directed 30 degrees or more below horizontal and directed to shine at least 80% on one's own plat.
 - ii. Security system lighting and alarms shall be calibrated and maintained to trigger only for movement on one's own plat.
6. Subdividing:
- a. None of the original four plats may be subdividable into more than three total plats and no resultant plat may be less than 10 acres.
 - b. Any plat created via subdivision must comply with all of the restrictions described herein.
 - c. The Shared Driveway has been constructed with an easement, width, and cul-de-sac that allows for possible future conversion to a Common Road which would allow up to ten permanent accesses and an HOA-controlled ownership of the Shared Driveway if negotiated unanimously among plat owners and approved in the future. This is not currently approved or in place.